

# **TASK ORDER ID04160056 and ID04160056001**

## **Battlefield Systems Engineering Services**

**in support of the  
Software Engineering Directorate  
US Army Research, Development and Engineering Command**



**ISSUED TO:**

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**ISSUED BY:**

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**Award Date: October 6, 2017  
Last Updated: Mod 069 ID04160056; Mod 001 ID04160056001**

**OASIS Contract Number: GS00Q14OADU329**

Only modifications which change the terms and conditions of the task order are included in the summary table below.

**MODIFICATION SUMMARY ID04160056001:**

<b>Modification Number</b>	<b>Description</b>
001	<p>The purpose of Modification 001 is as follows:</p> <ol style="list-style-type: none"> <li>1) Add Base Period CLIN 0001 to administrative continuance order ID04160056001.</li> <li>2) Realign \$500M from Base Period Travel CLIN 0002 to Option Period Equipment/Materials CLIN 1003 and update Section B.4 Task Order Pricing accordingly. Both CLINs are cost-reimbursement only/no-fee</li> </ol>

**MODIFICATION SUMMARY ID04160056:**

<b>Modification Number</b>	<b>Description</b>
069	<p>The purpose of Modification 069 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate Section J Attachment 2 DD 254 Revision 2 dated 26 September 2018 and update SCI Addendum paragraph 4 to reflect a contract estimated completion date of October 5, 2019.</li> </ol>
059	<p>The purpose of Modification 059 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate the following Section H Special Contract Requirements clauses: <ol style="list-style-type: none"> <li>a. H.35 Fitness for Duty and Medical / Dental Care Limitations (JUN 2015)</li> <li>b. H.36 Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR) (JUN 2015)</li> </ol> </li> <li>2) Incorporate the following Section I.7 DFARS clause by reference: DFARS 252.229-7014 - Taxes - Foreign Contracts in Afghanistan (DEC 2015)</li> <li>3) Incorporate the following Section I DFARS clauses in Full Text: <ol style="list-style-type: none"> <li>a. I.9 DFARS 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)</li> <li>b. I.10 DFARS 252.225-7997 Contractor Demobilization (DEVIATION 2013-O0017) (AUG 2013)</li> </ol> </li> </ol>

046	<p>The purpose of Modification 046 is as follows:</p> <ol style="list-style-type: none"> <li>1) Realign \$3.5M from Base Period Travel CLIN 0002 to Material CLIN 0003 and update Section B.4 Task Order Pricing accordingly. Both CLINs are cost-reimbursement only/no-fee.</li> <li>2) Incorporate Section J Attachment 3 Quality Control Plan dated October 24, 2017.</li> <li>3) Incorporate Section J Attachment 6B Technical Direction Estimate Version 3.</li> </ol>
037	<p>The purpose of Modification 037 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate FAR Clauses 52.216-7 “Allowable Cost and Payment” as paragraph I.2 in full text and re-number remaining Section I paragraphs.</li> <li>2) Incorporate Exhibit 2 dated April 10, 2018. The M&amp;S fixed indirect rate for non-labor in the “Indirect for Travel &amp; Mat” tab has been updated to reflect the same fixed indirect rate as shown in the “Indirect for LABOR CLIN” tab, which is based on the FPRR dated 4/7/17 submitted with the original proposal dated 4/17/17.</li> <li>3) Update Sections G.10, G.11, G.12, and G.13 to incorporate revised invoice requirements.</li> <li>4) Update Task Item descriptions in the GSA IT-Solutions Shop (ITSS) to include an asterisk (*) as an identifier of a TD awarded with the pre-worksite reallocation fixed fee rate per hour.</li> <li>5) Update Section B.7 Fixed Fee to include the pre-worksite reallocation fixed fee rate per hour.</li> <li>6) Update Section F Table F.5 as follows: CDRL A013 is changed from Task Order to TD level; CDRL A026 is changed from TD to Task Order level; Remove CDRLs A045 and A051; CDRL A055 is changed from TD to Task Order level. Previous versions of the aforementioned CDRLs are considered to be void.</li> <li>7) Incorporate revised Section J Attachment 1 CDRLs.</li> </ol>
027	<p>The purpose of Modification 027 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate Section J Attachment 2 Contract Security Classification Specification (DD 254) – Revision 1 dated March 14, 2018</li> </ol>
013	<p>The purpose of Modification 013 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate revised Exhibit 2 which updates SAIC Indirect Rates to include the Casual Part-time Overhead (OH) Pool and Fringe</li> </ol>

	<p>Package 5 (for Casual Part-time employees only) and the Platform Integration, Logistics, Readiness, and &amp; Sustainment (PILRS) Market Segment, OH Pool P2077 (Contractor Site) and P2078 (Government Site).</p> <ol style="list-style-type: none"> <li>2) Revise the OASIS BSES “Junior” Labor Category definition and incorporate the OASIS BSES Labor Categories and SAIC Functional Labor Mapping as Attachment 14.</li> <li>3) Incorporate Section A Supplemental Information and the following Section A clauses: <ol style="list-style-type: none"> <li>a. A.1 Contractor Personnel Deployment</li> <li>b. A.2 Invited Contractor or Technical Representative Status Under U.S. – Republic of Korea (ROK)</li> </ol> </li> <li>4) Incorporate the following Section H Special Contract Requirements clauses: <ol style="list-style-type: none"> <li>a. H.31 Government Furnished Contractor Support</li> <li>b. H.32 Contractor Health and Safety</li> <li>c. H.33 Commodity Shipping Instructions</li> <li>d. H.34 Contractor Accountability and Personnel Recovery</li> </ol> </li> <li>5) Update Section J Attachments and Exhibits.</li> </ol>
008	<p>The purpose of Modification 008 is as follows:</p> <ol style="list-style-type: none"> <li>1) Incorporate reallocation of worksite from 100% Government Site to (b) Government Site and (b) Contractor Site. As a result of the reallocation, the following Sections are hereby modified: <ol style="list-style-type: none"> <li>a. Section B.3 “Incremental Funding Limitation of Government’s Obligation” to reflect a revised maximum value of \$1,023,837,874.71.</li> <li>b. Section B.4 “Task Order Pricing” to reflect revised CLIN values per Exhibit 1 Pricing dated December 6, 2017.</li> <li>c. Section B.7 Fixed Fee.</li> </ol> </li> <li>2) Incorporate FAR 52.244-2 Subcontracts Alternate I in full text. Reference paragraph I.4.</li> <li>3) Update Section C removing Performance Standards. All Performance Standards shall be in accordance with Table F.5 and Section J Attachment 1 CDRLs.</li> <li>4) Update Section F, Table F.5 to include all CDRLs and applicable contract references.</li> <li>5) Update Section H.6 to require Contractor to collect badges and return to Government Security Office.</li> <li>6) Update Section H.7 to require use of SED Enterprise Tools to track Contractor Personnel.</li> <li>7) Update Section H.8 to require use of SED Enterprise Training Database to document completion of required training.</li> </ol>

	<p>8) Update Section J Attachment 6 Appendix B by removing the Labor Breakout Estimate (LBE) and replacing it with a revised Technical Direction Estimate.</p> <p>9) Incorporate Section J Exhibit 1 Pricing dated December 6, 2017.</p> <p>All other terms and conditions remain unchanged.</p>
001	<p>The purpose of Modification 001 is as follows:</p> <ol style="list-style-type: none"> <li>1) Administrative changes and updates to various paragraphs within Sections B, F and G including changing the total value from \$980,214,663.57 to \$969,316,149.25 due to an administrative error in the rate table.</li> <li>2) Update Attachment 02 DD 254.</li> <li>3) Incorporate Exhibit 1 Pricing Template with revised period of performance.</li> <li>4) Incorporate Exhibit 2 Indirect Rates</li> </ol> <p>All other terms and conditions remain unchanged.</p>

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## **SECTION A**

### **SUPPLEMENTAL INFORMATION**

#### **A.1 CONTRACTOR PERSONNEL DEPLOYMENT**

- a. This clause applies to all contractor personnel which includes contractor employees, subcontractors and team members.
- b. The Government may require the contractor to perform in support of deployment for contingency or training operations. The contractor and its personnel shall use good faith efforts to continue to provide services according to the terms and conditions of this Task Order until evacuated by appropriate Government authorities or unless prevented from performing by Government actions.
- c. No change in the scope or within the scope of this Task Order which would effect a change in any term or provision of this Task Order shall be made except by modification executed by the Contracting Officer. The contractor shall ensure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract effort accepted and performed by contractor personnel outside of the scope of this Task Order without specific authorization of the Contracting Officer shall be the responsibility of the contractor.
- d. The Contracting Officer may change the priorities of the contractors activities within the terms and conditions of the Task Order.
- e. The contractor is responsible for supervision and direction of all contractor personnel and for on-site liaison with functional U.S. organizations. The contractor and its personnel shall not supervise or be supervised by Government personnel.
- f. The contractor shall ensure that all deployed contractor personnel comply with all directives, operating procedures, policies, rules, regulations, guidance, instructions, and general orders issued by the Theater Commander or his/her representative, to include those based upon the need to ensure mission accomplishment, force protection, and safety. The contractor shall ensure that all deployed contractor personnel follow reporting procedures for entering and exiting the area of operations.
- g. The contractor shall request guidance from the Government Operations Center if it or its personnel are approached by members of the news media seeking interviews or information on participation in the mission/operation.
- h. The contractor shall comply and ensure that all deployed personnel comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations, and international agreements (e.g., status of forces

agreements, host nation support agreements) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer. Contractor personnel serving with or accompanying an armed force in time of war (i.e., a Congressionally declared war) are subject to the Uniform Code of Military Justice. Contractor personnel who are retired members of the military may be subject to action under the Uniform Code of Military Justice.

i. The contractor shall take reasonable steps to ensure the good conduct of its personnel. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor personnel performance and conduct problems identified by the Contracting Officer. Contractor personnel may have administrative privileges, access to facilities, and/or any special status limited, suspended, or revoked for failure to comply with Task Order requirements. The Contracting Officer may require the contractor, at the contractors expense, to remove or replace any contractor personnel failing to adhere to any Task Order requirements and/or any contractor personnel whose conduct endangers persons or property or whose continued employment is inconsistent with the interest of military security. The contractor shall provide to the Contracting Officer a list of its personnel entering, leaving, or in the area of operations.

j. The contractor personnel deploying to support this contract will be administratively assigned to the designated Theater Logistics Support Element for accountability purposes. The contractor and its personnel shall comply with all required reporting instructions and procedures required by the Theater Logistics Support Element Commander.

k. The contractor shall ensure that its personnel understand the potential danger, stress, physical hardships, and field living conditions that may exist during deployment. The contractor shall conduct physical and medical evaluations of all of its personnel to be deployed to ensure that they are capable of enduring the rigors of deployment in support of the military operation, to include meeting the requirements in paragraph r. The contractor shall replace personnel at contractor expense, if its personnel depart an area of operations without permission.

l. The contractor shall designate a point of contact for all of its plans and operations.

m. The contractor shall provide, in writing, to all affected contractor personnel, information on personnel benefits due to war exigencies under 33 U.S.C. 901 et seq (Longshoremens and Harbor Workers Compensation Act) and 42 U.S.C. 1651 and 1701 et seq. (Defense Base Act and War Hazards Compensation Act). The contractor and its personnel shall be familiar with DA PAM 715- 16, dated 27 February 1998.

n. As it determines that it is required by the operational situation, the Government will relocate contractor personnel to a safe area or evacuate them from the area of operations.

o. The contractor shall ensure that all deploying contractor personnel receive mission training and successfully complete such training as specified by the Contracting Officer.

p. The Government will provide Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CD) training and standards for deploying personnel as deemed necessary.

q. The contractor shall ensure that prior to deployment, its personnel to be deployed have the following identification cards and tags required for deployment: DD Form 489, which shall be carried at all times when in the theater of operations; personal identification tags, which shall be worn at all times when in the theater of operations; DD Form 93, which shall be carried to the theater of operations and also provided to the Contracting Officer; DD Form 1173 for any authorized access to facilities and use of privileges. Any other requirements will be specified by the Contracting Officer. Upon return of contractor personnel, the contractor shall ensure that all issued identification cards and tags are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official.

r. (1) The contractor shall ensure that contractor personnel to be deployed meet appropriate physical and medical requirements and standards necessary for deployment as determined by the Contracting Officer; (2) The contractor shall be responsible for providing personnel who meet the physical standards, medical requirements and immunization requirements for job performance in the designated theater of operations. Contractor personnel shall bring their shot records to the area of operations. The Government may require medical screening, at the CONUS Replacement Center, of contractor personnel to be deployed, to include DNA sampling and compliance with immunization requirements. For any contractor personnel determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied, the contractor shall provide a replacement having equivalent qualifications and skills in time for the scheduled deployment. Contracting Officer's approval is required in advance of all changes to deployed contractor personnel.

s. (1) The contractor shall ensure that contractor personnel possess the necessary personal and special clothing and safety equipment to execute task order performance in the theater of operations in accordance with the PWS; (2) The Government will provide to the contractor military unique organizational clothing and individual equipment that it determines is necessary; (3) The organizational clothing and individual equipment issue point will be designated by the Contracting Officer or his/her authorized representative; (4) Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items; (5) The contractor or its personnel shall sign for all Government issued organizational clothing and individual equipment to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of Government issued organizational clothing and individual equipment; and (6) The contractor shall ensure that all issued organizational clothing and individual equipment are returned to the Government. Upon return of organizational clothing and individual equipment to the Government, the contractor shall be responsible for requesting, maintaining and providing to the Contracting

Officer documentation demonstrating the return of issued organizational clothing and individual equipment to Government control.

t. (1) The Government may issue weapons (sidearms) for self-defense to contractor personnel. Acceptance of weapons by contractor personnel is at the discretion of the contractor and its personnel. When accepted, contractor personnel are responsible for using the weapons in accordance with the rules of engagement, policies, regulations, instructions, directives, guidance, and orders issued by the Theater Commander, all military regulations, and any contractor policies regarding possession, use, safety, and accountability of weapons and ammunition. Contractor personnel self-defense is not a PWS requirement; therefore, contractor personnel are legally liable for any use that is not in accordance with these above rules, instructions, directives, guidance, orders, regulations and policies. Only military issued ammunition may be used in any weapon that is accepted; (2) Prior to issuing any weapons to contractor personnel, the Government will provide the contractor personnel with weapons familiarization training. If such training is not provided, sidearms will not be issued; (3) Upon return from deployment or notification by the Government, the contractor shall ensure that all Government issued weapons and ammunition are returned to the Government and shall provide to the Contracting Officer documentation of the return annotated by the receiving Government official; (4) Before acceptance of any weapon by the contractor or its personnel, the contractor shall screen its personnel to ensure that the personnel can be issued a weapon in accordance with U.S. law (e.g., no felony conviction and no misdemeanor conviction for spousal abuse) and applicable host nation laws.

u. The contractor shall ensure that deployed personnel possess the required civilian licenses to operate the vehicles/equipment necessary to perform the task order in the theater of operations in accordance with the PWS. Before operating any military owned or leased vehicles/equipment, contractor personnel shall provide to the Contracting Officer proof of license (issued by an appropriate Governmental authority). The Government, at its discretion, may train and license contractor personnel to operate military or leased vehicles/equipment. While operating a military owned or leased vehicle or equipment, contractor personnel may be subject to the local laws and regulations of the country, area, city, and/or camp in which deployed. Contractor personnel may be subject to criminal and/or civil liability; therefore, the contractor and/or its personnel may be held liable for damages resulting from the unsafe or negligent operation of military owned or leased vehicles/equipment.

v. Contractor personnel shall obtain all passports, visas, and other documents necessary to enter and/or exit. The Government will assist the contractor in identifying documents that are necessary for the particular area of operations. Contractor personnel shall carry these documents at all times when deployed and overseas in support of military operations. All contractor personnel shall be subject to the customs processing procedures and entrance and exit requirements, to include laws, treaties, agreements, and duties for the country to which they are deploying and the customs requirements, procedures, laws, and duties of the United States upon re-entry.

w. Upon arrival in the area of operations, contractor personnel will receive reception, staging, onward movement, and integration information from the appropriate organization in the area of operations.

x. The Government will provide to contractor personnel deployed in the theater of operations, on a cost reimbursement basis: field living conditions, force protection, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and use of morale, welfare and recreational facilities and activities commensurate with that provided to Department of Defense civilians and/or military personnel deployed in the theater of operations. While living in the field environment, contractor personnel shall maintain a clean living area, be considerate of others, and adhere to the Theater Commanders policies, directives, essential operating procedures, rules, regulations, guidance, instructions, and general orders. The contractor shall thoroughly explain to contractor personnel before deployment the terms and conditions of this Task Order and the expected field environment.

y. Contractor personnel shall be subject to the terms and conditions of any Status of Forces Agreements (SOFAs) which may be in effect in the area to which they are being deployed. The contractor shall provide SOFA training to its personnel prior to deployment. The contractor and its personnel shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements. In case of conflict between this Task Order and the SOFAs, the terms and conditions of the SOFAs take precedence. If this requires any change to the Task Order, the contractor shall notify the Contracting Officer immediately.

(End of Clause)

## **A.2 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage\\*HYPERLINK <http://www.usfk.mil/> <http://www.usfk.mil/>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

Commander, United States Forces Korea (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

- (b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- (c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- (d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.
- (e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts, and that performance is IAW the SOFA.
- (f) The contractors direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.



- (g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- (h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.
- (i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

IC/TR personnel shall comply with requirements of USFK Reg 350-2.

- (j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed, to receive information concerning local security requirements.
- (k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:
  - (1) Completion or termination of the contract.
  - (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
  - (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.
- (l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the

performance of the contract and will not justify or excuse the contractor defaulting in the performance of this Task Order. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) (i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force

protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/ Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

- (r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains, and Disposition of Personal Effects.
- (s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

## **SECTION B**

### **SUPPLIES AND SERVICES PRICE/COSTS**

#### **B.1 SERVICES BEING ACQUIRED**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the Contractor's basic contract, under which the resulting TO will be placed. An acronym/abbreviation document is in Section J, Attachment 13.

#### **B.2 CONTRACT ACCESS FEE**

General Services Administration's (GSA) operating costs associated with the management and administration of the OASIS contract are recovered through a Contract Access Fee (CAF). The amount of CAF is 0.1 percent or 0.001 of the total price/cost of Contractor performance. The Government will obligate funding to the CAF Contract Line Item Numbers (CLINs), and the Contractor shall use the CAF CLINs to collect these fees in accordance with the OASIS contract.

#### **B.3 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$ SEE SCHEDULE for CLINs X001 through X004 is currently obligated and available for payment by the Government. Additional incremental funding for these CLINs will be obligated and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the subject CLINs is from award through period of performance completion. The TO will be modified to add funds incrementally up to the maximum of **\$1,023,837,874.71** over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on both a CLIN and a Technical Direction (TD) basis.

When the level-of-effort (LOE) required under any TD is completed, and that work is within the total estimated cost, the Contractor shall be entitled to payment of fixed fee for that TD. The Contractor may present, with its monthly vouchers for costs, a fee voucher in an amount bearing an equal allocation of the total fixed fee per unit of LOE (i.e. all labor hours awarded across all OASIS labor categories per labor CLIN/TD) as a certification of LOE funded and expended

relative to the total LOE awarded per labor CLIN/TD. However, after payment of 85 percent of the fixed fee for the total TO, the CO may withhold further payment of fixed fee until a reserve shall have been set aside in an amount which the CO considers necessary to protect the interest of the Government. This reserve shall not exceed 15 percent of the total fixed or \$100,000, whichever is less.

#### **B.4 TASK ORDER PRICING**

The Contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) Term basis for CLINs 0001, 1001, and 2001.

The Contractor shall perform the effort required by this TO on a Cost Reimbursable (CR) basis for CLINs 0002, 1002, 2002 and CLINs 0003, 1003, and 2003 on a Not-to-Exceed (NTE) basis.

CAFs shall be provided on a NTE basis for CLINs 0004, 1004, and 2004.

#### **Base Period: 10/06/2017 to 10/05/2018**

##### **CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee (NTE 10%)	Total Estimated Cost Plus Fixed Fee
0001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

##### **COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
0002	Travel – reference all applicable sections to travel. (Travel Indirect Burden %) See Exhibit 2	\$8,000,000.00
0003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate %) See Exhibit 2	\$8,500,000.00

##### **CONTRACT ACCESS FEE:**

CLIN	Description	Total Ceiling Cost
0004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU (.10%))	\$292,300.12

**Total Ceiling Base Period CLINs: \$292,092,417.38**

#### **Option Period 1: 10/06/2018 to 10/05/2019**

##### **CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee	Total Estimated
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			(NTE 10%)	Cost Plus Fixed Fee
1001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

**COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
1002	Travel – reference all applicable sections to travel. (Travel Indirect Burden %) See Exhibit 2	\$12,000,000.00
1003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate %) See Exhibit 2	\$5,500,000.00

**CONTRACT ACCESS FEE:**

CLIN	Description	Total Ceiling Cost
1004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU (.10%))	\$353,941.07

**Total Ceiling Option Period 1 CLINs:**

**\$354,795,013.14**

**Option Period 2: 10/06/2019 to 10/05/2020**

**CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee (NTE 10%)	Total Estimated Cost Plus Fixed Fee
2001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

**COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
2002	Travel – reference all applicable sections to travel. (Travel Indirect Burden %) See Exhibit 2	(b) (4)
2003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate %) See Exhibit 2	(b) (4)

**CONTRACT ACCESS FEE:**

CLIN	Description	Total Ceiling Cost
2004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU	(b) (4)

	(.10%)	
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**Total Ceiling Option Period 2 CLINs:**

(b) (4)

**GRAND TOTAL ALL CLINS:**

**\$1,023,837,874.71**

## **B.5 LEVEL OF EFFORT – TERM (COST REIMBURSEMENT)**

The total level of effort (LOE) procured during the total term of this TO, if all options are exercised, is **9,467,560** man-hours of direct labor including authorized subcontract labor, if any.

Table B.5

<b>Period</b>	<b>CLIN</b>	<b>Hours</b>
Base	0001	2,733,169
Option 1	1001	3,279,355
Option 2	2001	3,455,036
<b>Total</b>		<b>9,467,560</b>

The Contractor shall not, under any circumstances, exceed 100 percent of the total level of effort specified in this TO and on an individual TD basis. The estimated composition of the total man-hours of direct labor is defined in **Exhibit 1, Pricing Template**. FAR Clause 52.232-22, "Limitation of Funds" applies to this incrementally funded TO. Nothing in this clause amends the rights or responsibilities of the parties hereto under that clause.

The Government will review the man-hours expended throughout each task order period, and may adjust the stated level of effort to reflect the Government's actual need. In the event that less than 100 percent of the established LOE of each stated period in the TO is expended prior to the end of the performance period, the Government reserves the right and shall have the option of:

- Requiring the Contractor to continue performance via additional funding, subject to the provisions of the FAR Clause 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- Effecting a reduction to the fixed fee in direct proportion by which the total expended man-hours is less than one hundred (100%) percent of the established LOE. The fixed fee will, under those circumstances, be adjusted downward in direct proportion to the percentage of undelivered hours. For example, if 12% of the hours will be undelivered during a task order period, the fixed fee shall be reduced by 12%.

The Contractor agrees that effort performed in fulfillment of LOE obligations under this TO shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities or effort performed at other non-work locations. In performing requirements of the TO via the TD process, the Contractor may use any reasonable combination of hours for the labor categories in Section B of this TO to support work performed for Section C of this TO.

The Contractor shall notify the Contracting Officer (CO) immediately in writing whenever it has reason to believe that:

- The LOE (on a TD-by-TD basis) the Contractor expects to incur in the next sixty (60)



days, when added to the level of effort previously expended in the performance of that TD, will exceed seventy-five (75%) percent of the level of effort established for that TD; or

- The LOE required to perform a particular term TD will be greater than the level of effort established for that TD.

As part of the notification, the Contractor shall provide the CO a revised estimate of the level of effort required to perform the TD. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

## **B.6 OASIS LABOR CATEGORIES**

Offerors shall not deviate from the OASIS labor categories defined in Section J, Exhibit 1. Offeror's and subcontractor's internal labor shall be mapped to existing OASIS labor categories in Section J, Exhibit 1. Labor categories proposed for specialized professional services shall be captured in the composite labor category rate buildup and shall map to the OASIS labor categories defined in Section J, Exhibit 1.

## **B.7 FIXED FEE**

The fixed fee, as specified in Section B of this TO, subject to any adjustment required by other provisions of this TO, shall be earned in installments. There shall be no adjustment in the amount of the available fixed fee pools, as specified under the provisions of the clause in Section B entitled, "Task Order Pricing," by reason of differences between estimate of cost for performance of work under this task order and the actual costs for performance of that work. Fee is subject to adjustment only under the provisions of the clause in Section I entitled, "Changes." The fixed fee pools are derived by multiplying the estimated costs by the fixed fee percentage of (b) for each labor CLIN (0001, 1001, and 2001). The fixed fee pools are then divided by the total hours under the clause in Section B entitled, "Level of Effort - Term Cost Reimbursement" to arrive at a fixed fee dollar amounts per hour. The fixed fee dollar amounts shall be earned in direct ratio as the net direct labor hours expended. In accordance with Section L of the TOR, Offerors were advised the preponderance of work will be accomplished at the Government site. Therefore, so long as the total amount of actual work performed remains predominantly (51%) Government site, the fee pools and fixed fee dollar amounts shall remain fixed and the Contractor shall not request an equitable adjustment from the Government.

The fixed fee will be paid with each approved invoice based on the allowable cost. The amount of each such fixed fee installment shall be in the same ratio as the net direct labor hours expended during the installment period are to the total stated direct labor level of effort in hours. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee". The contracting officer may offset against any such fee payment, the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs. The fixed fee shall be applicable to the prime contractor and its members in

a joint venture or limited liability company, teaming partner, and subcontractors identified and considered a part of the selection and award of this task order, if any.

Example of Base Year Fixed Fee Pool:

(b) (4)

*Fee Rate per Hour*

Table 1. Fixed Fee Pool and Rate per Hour

Performance Period	Labor Hours	Total Fixed Fee Pool	Fixed Fee Rate Per Hour	Pre-Worksite Reallocation Fixed Fee Rate Per Hour
Base Year	2,733,169	(b) (4)	(b) (4)	(b) (4)
Option Year 1	3,279,355	(b) (4)	(b) (4)	(b) (4)
Option Year 2	3,455,036	(b) (4)	(b) (4)	(b) (4)
Total	9,467,560	(b) (4)		

The Exhibit 1 Pricing of this task order established the ratio of onsite and offsite.

In the event of termination of the work in accordance with the FAR Clause 52.249-6, “Termination (Cost Reimbursement)”, or the failure of the Government to allot sufficient funds to complete the work in accordance with 52.232-22, “Limitation of Funds”, the fixed fee shall be determined by mutual agreement equitably to reflect the portion of the work performed.

## **B.8 TRAVEL INDIRECT BURDEN/MATERIAL HANDLING RATE**

The Contractor’s indirect/material handling rate may be applied in accordance with the Contractor’s disclosed accounting practices. The indirect/material handling rate over the annual term of the TO shall be the fixed rate specified in the Form 300 award document. If no indirect/material handling rate is allowable in accordance with the Contractor’s disclosed accounting practices, no indirect/material handling rate shall be applied to or reimbursed on these costs. If no rate is specified in the schedule of costs, no indirect rate shall be applied to or reimbursed on these costs.

### **B.8.1 TRAVEL INDIRECT BURDEN**

The Contractor’s travel indirect burden aggregate rate may be applied in accordance with the Contractor’s disclosed accounting practices. The travel indirect burden rate over the annual term of the TO shall be fixed at the specified rate in the Form 300 award document. If no travel indirect burden rate is allowable in accordance with the Contractor’s disclosed accounting practices, no travel indirect burden rate shall be applied to or reimbursed on these costs. If no

rate is specified in the schedule of prices, no rate shall be applied to or reimbursed on these costs.

### **B.8.2 Material handling rate**

The Contractor's material handling aggregate rate may be applied in accordance with the Contractor's disclosed accounting practices. The material handling rate over the annual term of the TO shall be fixed at the specified rate in the Form 300 award document. If no material handling rate is allowable in accordance with the Contractor's disclosed accounting practices, no material handling rate shall be applied to or reimbursed on these costs. If no rate is specified in the schedule of prices, no rate shall be applied to or reimbursed on these costs.

### **B.9 INDIRECT RATE CEILINGS (LABOR)**

Notwithstanding the allowable cost and payment clause and any other clause in this task order pertaining to accounting and cost reimbursement, the Contractor shall be reimbursed at the indirect burdens set forth in this TO and the successful Offeror's cost proposal.

Any indirect costs incurred in excess of amounts calculable based on the proposed indirect ceiling rates are mutually agreed to be unallowable and shall be accounted for in accordance with FAR 31.201-6. Any indirect costs incurred less than amounts calculable based on the proposed indirect ceiling rates are mutually agreed to be forfeited by the government.

As part of the total estimated value of this contract, both the Government and the Contractor agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount at the time of final contract closeout as the result of future indirect rate adjustments. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered. The nature of the SED business model potentially creates hundreds of relatively small contingent liabilities for current SED customers in the long-term for minor indirect adjustments and is not mutually beneficial.

### **B.10 ORDER OF PRECEDENCE**

This Task Order is subject to the terms and conditions provided in the Contractor's OASIS basis contract award as well as those outlined in this Task Order. The Government hereby incorporates (by reference) the Contractor's order proposal. In the event of an inconsistency between documents, the following order of precedence shall apply:

1. OASIS basic contract
2. Task Order Performance Work Statement (PWS)

3. Technical Direction (TD)
4. Task Order Attachments, drawings, etc. associated with the PWS
5. Contractor's Task Order proposal

#### **B.11 BETTERMENTS**

Betterments if any, in the Contractor's Task Order Proposal which exceed the minimum performance requirements identified in the Task Order PWS and associated documents shall be considered the new "minimum" performance requirements upon award and shall be met by the Contractor.

(END OF SECTION B)

## **SECTION C**

### **C.1 PERFORMANCE REQUIREMENTS**

The Contractor shall perform work in accordance with the Section C and provide all deliverables and reports in accordance with task order requirements.

#### **C.1.1 Introduction**

Work is to be accomplished for the Software Engineering Directorate (SED), US Army Research, Development and Engineering Command (USA RDECOM), herein referred to as Client(s), through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisitions Services Division (AASD), Southeast Sunbelt Region.

### **C.2 SCOPE**

The objective of this effort is to acquire systems engineering and computer resource engineering support within the domain of Battlefield Systems for the Software Engineering Directorate (SED), Aviation and Missile Research, Development, and Engineering Center (AMRDEC), U.S. Army Research, Development and Engineering Command (USA RDECOM). The acquired support will span the entire life cycle of systems for which SED has responsibility. SED customers include Department of Defense (DoD) components, other Federal government agencies, Cooperative Research and Development and Education Agreement partners, and Foreign Military Sales. Life cycle support is defined as the activity necessary to define concepts, define requirements, plan, manage, develop, sustain, modify, improve, test, train, field, and retire systems and system computer resources in a time frame necessary to meet customer needs.

The SED has development and support responsibilities for several weapon systems and related support systems within the Battlefield Systems domain which is defined as, primarily, SED support activities for Program Executive Office (PEO) Aviation, PEO Missile & Space, PEO Command Control Communications – Tactical (C3T), PEO Soldier, PEO Ground Combat Systems (GCS), PEO Combat Support & Combat Service Support (CS&CSS), PEO IEWS, Aviation and Missile Science and Technology (S&T), and related FMS efforts, Sustainment of tactical systems and subsystems for life cycle commands, or other entities and DoD services where these activities intersect. Representative examples of the Battlefield Systems domain include:

- Tactical Missiles & Launchers
- Tactical Radars
- Fire Support
- Close Combat
- Aviation, Manned and Unmanned
- Ground Systems
- Mission Planning
- Fire Control

- Automatic Test Equipment
- Automatic Identification Technology (AIT) and Unique Identification (UID)
- Command, Control and Communications
- Interoperability
- Communications & Data Links
- Support equipment
- Technology (embedded, LRUs) that is planned to be integrated on Battlefield systems
- Aviation and Missile System Technologies (Science & Technology)

Additionally, some cross domain effort based on conceptualization and/or prototyping shall be required.

### **C.3 PERFORMANCE REQUIREMENTS**

The contractor shall perform the tasks described within the contents of this PWS and provide the labor and materials to provide the services specified below, which will be further delineated in written Technical Directions (TD) and other supplemental documents as authorized by the contracting officer's representative (COR). Information in the TDs may contain plans, including any drawings or specifications, software documentation, schedules, documentation and development requirements, required process, CDRLs, tools, reviews, appropriate PWS paragraphs and required data formats. The TDs will clearly define each task and will be prepared in sufficient time for the contractor to plan and respond. These documents will be supplemented by schedule and verbal information that will be updated as often as changing requirements dictate. The contractor shall provide technical/engineering support in life cycle software/systems engineering support of weapon systems, subsystems, and/or components to the SED acquisition community, the US Army, and other customers (DOD, private industry, Joint Services, and foreign governments) for weapon system research, development, production, and post-deployment activities. These efforts are conducted primarily at Redstone Arsenal but support is also provided at other Continental United States (CONUS) and Outside CONUS (OCONUS) sites to include Combat theaters on a temporary duty basis.

The TD will identify a point of contact for the specified efforts.

The government on-site laboratories and functional areas to be supported consists of the areas identified in the information provided in the GSA Virtual Reading Room as well as any laboratories and functional areas that may, at some future date during the Period of Performance of this TO, come under the control of the SED for Battlefield Systems efforts.

#### **C.3.1 Program Management Services**

**C.3.1.1** The Contractor shall provide program management, support, and administration for individual tasks under this effort as well as the overarching program, and all tasks associated with the management of the overall program. This includes but is not limited to coordinating with SED facilities, support for visit requests and building access, property transfers, lab

management and material purchasing through the Government purchase system.

**C.3.1.2** The Contractor shall prepare and deliver Technical Direction Management Plans (TDMPs). The TDMP will be used by the Government to ensure that the contractor support is planned, executed, and effectively integrated into each SED project. The TDMP will include at a minimum, the following elements: organizational structure and personnel interfaces, technical approach/methodology, estimated travel, and schedule.

**C.3.1.3** The Contractor shall include a contract work breakdown structure (WBS) in the TDMP.

**C.3.1.4** The Contractor shall include a list of task specific Government Furnished Equipment (GFE) in the TDMP. Task specific GFE does not include general office equipment.

**C.3.1.5** The Contractor shall include an estimate of material/equipment to be purchased by the contractor.

**C.3.1.6** The Contractor shall include Cost Breakdown in the TDMP.

**C.3.1.7** The Contractor shall include a list of project risks in the TDMP.

**C.3.1.8** The Contractor shall include quality measures in the TDMP.

**C.3.1.9** The Contractor shall include other resource requirements in the TDMP.

**C.3.1.10** The Contractor shall participate in the development of the Government's Project Plan (PP) for programs using the Epic Process.

**C.3.1.11** The Contractor shall participate in meetings, reviews, inspections, and audits and make presentations and provide resources for the reviews/audits/sprint reviews/scrums.

**C.3.1.12** The Contractor shall plan, conduct, and execute a review for all contract activities quarterly. The quarterly review is estimated to be up to one-half day duration at a Government site at RSA, AL.

**C.3.1.13** The Contractor shall participate in reviews as defined in the Project Plan for programs using the EPIC process. The following are examples of reviews that may be included based on requirements of the project being supported:

- a. System/Software Requirements Review (SRR)
- b. System/Software Design Review (SDR)
- c. Software Specification Review (SSR)
- d. Preliminary Design Review (PDR)
- e. Critical Design Review (CDR)
- f. In-Process Review (IPR)
- g. Test Readiness Review (TRR)
- h. Functional Configuration Audit (FCA)
- i. Physical Configuration Audit (PCA)
- j. Formal Qualification Review (FQR)

**C.3.1.14** The Contractor shall prepare and provide a Progress, Status and Management report for all issued technical directions. The progress/status report will include information pertaining to cost, schedule, accomplishments, risks, impediments/issues, etc.

**C.3.1.15** The Contractor shall participate in meetings as defined in the TD. The following are examples of meetings that may be included based on requirements of the project being supported:

- a. Project Kickoff Meetings
- b. Regular Team Meetings
- c. Customer/Stakeholder Meetings
- d. Sprints/Scrums/Kanban events

**C.3.1.16** The Contractor shall execute and manage projects in compliance with SED policies and procedures for programs using the EPIC process.

**C.3.1.17** The Contractor shall provide a cost and performance management system. The cost and performance management system will include, at a minimum, period of performance, current and accurate cost information, actual dollars and hours spent, remaining dollars and hours, personnel assignments to include employee name, company, labor category and hours, burn out dates by employee name and invoice summaries. All information will be available per Technical Monitor and Technical Direction Number (TDN). The contractor shall provide access to the cost and performance management system for all contracting officers, contracting officers' representatives, and contracting officer technical representatives.

**C.3.1.18** The Contractor shall develop, track, monitor, and control program schedules for meeting program commitments. The schedules shall be input into the government's schedule management tools. Schedules may include Integrated Master Schedules, milestone schedules,



inch stone stones, and sprint plans. Tools used by individual projects include Wikis, JIRA, Microsoft Project, etc.

**C.3.1.19** The Contractor shall provide technical expertise in all areas of inventory control, accountability and location of equipment within the offices and laboratories.

This includes but is not limited to preparation of temporary hand receipts and property passes, equipment turn-in, sub-hand receipts, annual 100 percent physical inventories, and transportation of equipment between locations.

**C.3.1.20** The contractor shall maintain communications security (COMSEC) accountability of key material (KEYMAT) used for testing in accordance with Aviation and Missile Research, Development and Engineering Center (AMRDEC) guidance and provide key fill support for functional testing of Controlled Cryptographic Items (CCI) on the platforms which utilize CCI.

**C.3.1.21** The contractor shall support technology transfer programs. This includes but is not limited to Cooperative Research and Development Agreements (CRADA), Educational Partnership Agreements (EPA), and Bailment Agreements. Some tasks may be performed in partner facilities.

## **C.3.2 System Engineering Services.**

**C.3.2.1** The Contractor shall prepare and update the System Engineering Management Plan (SEMP).

**C.3.2.2** The Contractor shall apply the systems engineering process throughout the project.

**C.3.2.3** The Contractor shall perform systems requirements analysis and development. The requirements shall be input into the government's requirements management tools. Tools used by individual projects include DOORS, Test Track Pro, Dimensions RM, Wikis, IBM Rhapsody Gateway, etc. Systems requirement analysis may also be based on change requests to prior versions for sustainment activities.

**C.3.2.3.1** The Contractor shall prepare and execute system requirements reviews. Reviews may include System Requirement Review (SRR), Peer Reviews, etc.

**C.3.2.3.2** The Contractor shall conduct market research and evaluate potential use and application of Non-Developmental and commercial off the shelf items.

**C.3.2.3.3** The Contractor shall conduct assessments of existing systems/software to provide recommendations on product enhancements and improvements.

**C.3.2.3.4** The Contractor shall analyze existing tactical systems to capture requirements and design.

**C.3.2.3.5** The Contractor shall conduct human factors engineering analyses.

**C.3.2.4** The Contractor shall develop and maintain bidirectional traceability between software/system engineering products to ensure delivered products meet system and performance requirements.

**C.3.2.5** The Contractor shall develop and analyze system level architectures and lower level decomposed architectures to meet system and performance requirements.

**C.3.2.6** The Contractor shall evaluate, develop, maintain, and implement a system design for the requirements. The design shall be input into the government's design tools. Tools used by individual projects include IBM Rhapsody, Enterprise Architect, Wikis, etc.

**C.3.2.6.1** The Contractor shall prepare and execute system design reviews. Reviews may include Peer Reviews, In Process Reviews, Preliminary Design Review (PDR), Critical Design Reviews (CDR), sprints, scrums, Kanban reviews, etc.

**C.3.2.7** The Contractor shall integrate and install systems, subsystems, hardware, and software for product development, tests, and fielding. Integrated components include GOTS, COTS, or other provided equipment and information.

**C.3.2.8** The Contractor shall conduct system performance analysis and provide analysis reports.

**C.3.2.9** The Contractor shall participate in testing for the Government's system baselines.

**C.3.2.10** The Contractor shall participate in the System/Software/Hardware Safety activities for a program.

**C.3.2.11** The Contractor shall participate in the Information Assurance and Cyber Security activities for a program. Contractor participation in Information Assurance and Cyber Security includes documenting Standard Operating Procedures (SOPs), following/implementing Army/DoD STIGs, following/implementing security procedures/regulations, documenting technical information (e.g., design, architecture), comply with TTPs, and generate and maintain other artifacts to support the accreditation process (e.g., appointment letters, certifications of training, network diagrams, hardware/software lists)

**C.3.2.11.1** The Contractor shall support preparation of accreditation packages. Accreditation packages include DIACAP, RMF, etc.

**C.3.2.12** The Contractor shall participate in Interoperability Engineering activities for a program.

**C.3.2.13** The Contractor shall participate in Independent Verification and Validation (IV&V) activities for a program.

**C.3.2.14** The Contractor shall participate in the Materiel Release activities for a program. Refer to Army Regulation 700-142 for Materiel Release.

**C.3.2.15** The Contractor shall develop, install, checkout, and maintain tactical, Government-owned, and commercial hardware and software as part of the System/Software Support Environment (SSSE).

**C.3.2.16** The Contractor shall operate and maintain the systems/software/hardware.

### **C.3.3 Software Engineering Services.**

**C.3.3.1** The Contractor shall prepare and update the Government's Software Development Plan (SDP) for individual SED software/systems.

**C.3.3.2** The Contractor shall perform software requirements analysis and development to meet SED customer requirements for software/systems. The requirements shall be input into the government's requirements management tools. Tools used by individual projects include DOORS, Test Track Pro, Dimensions RM, Wikis, etc.

**C.3.3.2.1** The Contractor shall prepare and execute software requirements reviews. Reviews may include Software Requirement Review (SRR), Peer Reviews, sprints, scrums, Kanban reviews, etc.

**C.3.3.3** The Contractor shall evaluate, develop, maintain, and implement a software design for

the requirements of systems/software. The design shall be input into the government's design tools. Tools used by individual projects include IBM Rhapsody, Enterprise Architect, Wikis, etc.

**C.3.3.3.1** The Contractor shall prepare and execute software design reviews. Reviews may include Peer Reviews, In Process Reviews, Preliminary Design Review (PDR), Critical Design Reviews (CDR), Inception Reviews, Elaboration Reviews, Construction Reviews, daily standups, sprint reviews, sprint planning, etc.

**C.3.3.4** The Contractor shall perform code and script development and unit testing for the design. The code and scripts shall be input into government source code version control systems. The code shall be documented and developed in accordance with the project's coding standards. Programming languages used include C, C++, C#, FORTRAN, Ada, Java, HTML, Angular, ATLAS, Labview/LabWindows CVI, MATLAB, PHP and other languages as dictated by the program requirements. Source code version control systems include Perforce, Subversion, Dimensions CM, Surround SCM, and others. Platforms include but are not limited to Microsoft Windows environments, Linux/UNIX variants, Real Time operating systems such as VxWorks, LynxOS, Integrity, and Android and iOS operating systems.

**C.3.3.4.1** The Contractor shall participate in the creation, operation, and maintenance of the Government's Software Development Environment for individual SED software/systems. This includes management of Software Licenses/Renewals.

**C.3.3.5** The Contractor shall perform software testing and verification. Test procedures and results shall be input in the government's test tracking tools. Testing may include unit tests, integration tests, continuous automated tests, code quality/standard conformance verification, and formal qualification/acceptance tests. Tools used by individual projects include Test Track Pro, Wikis, JIRA, Verify, Understand, Clockwork, Code Peer, Expect, etc.

**C.3.3.6** The Contractor shall design, analyze, evaluate, develop, operate, maintain, and verify Simulations and Support Software for SED supported systems. Simulation and Support software examples include constructive, virtual, distributed, hardware-in-the-loop and live simulations, test drivers, instrumentation, emulators/simulators, system models, code analysis tools, data collection and analysis tools to support to the design, development, and testing of a product/system.

**C.3.3.6.1** The Contractor shall develop models and representations of systems, subsystems,

platforms, terrain, environment, endo/exo-atmospheric threats, and effects in simulation appropriate formats, to populate virtual and constructive environments.

**C.3.3.7** The Contractor shall perform maintenance of system software for SED supported systems. Software maintenance includes bug fixes enhancements, and updates.

**C.3.3.8** The Contractor shall design, develop, update and maintain databases. This includes but is not limited to data base design, data base entry, and data base management. The databases are built in but not limited to SQL server, Oracle and Coherence.

**C.3.3.9** The Contractor shall develop statistics tracking applications. The Contractor shall collect and report product, user interface, and customer statistics in dashboard or report format.

**3.3.10** The Contractor shall collect assessment data. This includes surveys and data feeds.

**C.3.3.11** The Contractor shall design, develop, update and maintain database environments for development, integration, beta test, and production.

**C.3.3.12** The Contractor shall interface software with new and existing commercial and tactical software and hardware.

**C.3.3.13** In coordination with CADM office, the Contractor shall create release builds for software testing and fielding.

#### **C.3.4 Hardware Engineering Services.**

**C.3.4.1** The Contractor shall prepare and update the Government's Hardware Development Plan (HDP) for all systems that SED has responsibility.

**C.3.4.2** The Contractor shall perform hardware requirements analysis and development.

**C.3.4.2.1** The Contractor shall prepare and execute hardware requirements reviews. Reviews may include Hardware Requirement Review (HRR), Peer Reviews, etc.

**C.3.4.3** The Contractor shall implement, evaluate, develop, and maintain hardware designs for the requirements of systems/software. Hardware designs include mechanical structures and boxes, printed circuit boards, cables, and other hardware items as dictated by the program requirements.

**C.3.4.3.1** The Contractor shall prepare and execute hardware design reviews. Reviews may include Peer Reviews, In Process Reviews, Preliminary Design Review (PDR), Critical Design Reviews (CDR), daily standup, etc.

**C.3.4.4** The Contractor shall build, fabricate, maintain, repair, and checkout system hardware and cabling. Hardware implementation includes brass boards, prototypes, demonstration/evaluation/orientation units, automated test equipment, test fixtures, and training devices for use in technical reviews, testing/qualification, configuration audits, production prove out and other program requirements/milestones as dictated by program requirements. This task may include soldering.

**C.3.4.5** The Contractor shall perform testing and verification of hardware. Hardware testing may include initial system/subsystem checkout, integration testing, production prove out, and formal acceptance testing.

**C.3.4.6** The Contractor shall update, maintain, and repair fielded system hardware.

**C.3.4.7** The Contractor shall design and develop recommended component replacements/improvements for obsolete system hardware components.

**C.3.4.8 Reserved**

**C.3.4.9 Reserved**

**C.3.4.10** The Contractor shall perform Additive Manufacturing. This includes proper safety procedures.

**C.3.4.10.1** The Contractor shall track and manage all materials used for Additive Manufacturing.

**C.3.4.11** The Contractor shall develop, update and maintain the hardware drawing package. The hardware drawing package may include but are not limited to mechanical drawings (3D model file and 2D files), 3D graphic files, 3D image data, 2D and 3D design data and metadata, Gerber files for circuit boards (copper layers, solder mask, legend, etc.), cable drawings, parts lists, assembly drawings, schematics, and cable interconnection drawings. Standard ASME Y14.5 for drawing packages.

**C.3.4.12** The Contractor shall operate, update and maintain the hardware development and maintenance environment. This includes maintenance of the software licenses, equipment, and storage.

**C.3.4.13** The Contractor shall develop interfaces with commercial and tactical hardware.

**C.3.4.14** The Contractor shall support Physical Configuration Audits to validate the mechanical drawings.

**C.3.4.15** The Contractor shall develop and maintain Field Programmable Gate Array (FPGA) and microcontroller firmware.

### **C.3.5 Test Engineering Services.**

**C.3.5.1** The Contractor shall produce and maintain test plans, test descriptions, and test reports for systems, subsystems, hardware, and software.

**C.3.5.1.1** The Contractor shall prepare and execute test reviews. Reviews may include Test Readiness Review (TRR), Post-Test Review, etc.

**C.3.5.2** The Contractor shall participate in the development, operation, and maintenance of the Test Environment. Test Environments may include automated test equipment, instrumentation, software test tools, tactical test beds/system representations, commercial test tools, stimulation/emulation systems, communications/networks, analysis tools, and software licenses.

**C.3.5.2.1** The Contractor shall produce and update the Government's Test Environment Development Plan (TEDP).

**C.3.5.2.2** The Contractor shall perform test environment requirements analysis and development.

**C.3.5.2.2.1** The Contractor shall prepare and execute test environment requirements reviews. Reviews may include Test Environment Requirement Review, Peer Reviews, etc.

**C.3.5.2.3** The Contractor shall evaluate, develop, implement, and maintain the test environment requirements into a test environment design.

**C.3.5.2.3.1** The Contractor shall execute and prepare test environment design reviews. Reviews may include Peer Reviews, In Process Reviews, Preliminary Design Review (PDR), Critical Design Reviews (CDR), daily standup, sprint review, sprint planning, etc.

**C.3.5.2.4** The Contractor shall build, checkout, and operate the test environments. Hardware implementation can include building of hardware for prototypes, demonstration/evaluation units, technical review entrance/exit criteria, testing/qualification, configuration audits, and other program requirements/milestones.

**C.3.5.2.5** The Contractor shall perform verification of the Test Environment.

**C.3.5.2.6** The Contractor shall update and maintain the test environments.

**C.3.5.3** The Contractor shall execute test plans for systems, subsystems, hardware, and software.

**C.3.5.4** The Contractor shall provide support for early customer/user evaluations, demonstrations, interoperability tests/events, certification tests, operational testing, Warfighter experiments/evaluations/exercises, human factors optimization, and personnel performance. Certification and interoperability tests, include Army and Joint Interoperability Certification Tests, Tactical Data Link Interface Tests.

**C.3.5.4.1** The Contractor shall participate in the planning, execution, and analysis for test events. Events include planning meetings/conferences, site surveys, requirements reviews, system setup/integration/troubleshooting/checkout, system operation, and posttest reviews/analysis meetings.

**C.3.5.5** The Contractor shall perform environmental and vibration testing on systems and system components.

## **C.3.6 Transition Support Services.**

**C.3.6.1** The Contractor shall assess supportability, suitability, and availability for hardware and software system components, technical data packages, development environments, test environments, and support tools. J-STD-016 will be used for reference and information only. Refer to DA Pamphlet 700-127 for supportability considerations.

**C.3.6.1.1** The Contractor shall document supportability findings, deficiencies, and risks for



systems to be transitioned. Report types include Software Supportability Assessment Reports and Software Suitability Assessment Reports.

**C.3.6.2** The Contractor shall update and prepare Transition Plans, Post Deployment Software Support (PDSS) Plans, and Post Production Software Support (PPSS) Plans for systems/software being transitioned to SED.

**C.3.6.3** The Contractor shall transition, establish, and develop the SSSE hardware and software environments for systems to be transitioned to the SED. This includes but is not limited to software licenses, tactical hardware, simulation environments, and other support equipment.

**C.3.6.3.1** The Contractor shall demonstrate the capability of the development environment to replicate the software.

**C.3.6.3.2** The Contractor shall verify replicated software products for conformance to procedures and expected test results.

### **C.3.7 Fielding and User Support Services.**

**C.3.7.1** The Contractor shall support the SED Configuration and Data Management (CADM) office in the preparation, distribution, and delivery of software, systems, and support products for end user systems. Distribution may include physical media or electronic methods based on program requirements.

**C.3.7.1.1** The Contractor shall support the CADM office in the preparing and updating distribution records of software versions installed on end user hardware.

**C.3.7.1.2** The Contractor shall control and track specified parts, fielded units, and hardware maintenance in the governments tracking tools.

**C.3.7.2** The Contractor shall coordinate and schedule fielding of systems updates for end users.

**C.3.7.3** The Contractor shall assemble, install, configure, and deliver software, systems, and kits for end user systems.

**C.3.7.4** The Contractor shall provide operational support and field support including deployment of the system/software for local and remote locations. Remote locations span all theaters of operations, CONUS and OCONUS.

**C.3.7.5** The Contractor shall design, develop, configure, manage and maintain the networks and the network infrastructure. Representative networks include development, test, deployment, and operational networks as well as associated lab/support networks.

**C.3.7.5.1** The Contractor shall design, develop, update and maintain local and distributed server and website environments for development, integration, beta test, and production. This includes SSL Certificates and domain names IP addresses.

**C.3.7.5.2** The Contractor shall configure, maintain, and manage both virtual and physical servers.

**C.3.7.5.3** The Contractor shall design, develop, configure, manage and maintain portals and repositories for software, data, and multimedia storage and distribution.

**C.3.7.6** The Contractor shall provide technical editing and formatting for documents produced under this PWS.

### **C.3.8 Training Support Services.**

**C.3.8.1** The Contractor shall develop training programs, devices, materials, content, curriculum, and reports for projects, systems, subsystems, hardware, software, processes, and non-system specific mission tasks. Training includes tutorials, seminars, classroom presentations, educational venues, overviews, guidebooks, interactive multimedia, videos, and other types of content as dictated by program requirements. The training includes but is not limited to system and software new user, recurring, and periodic training.

**C.3.8.2** The Contractor shall conduct demonstrations and training for SED customers, end users, and other project stakeholders including the general public.

### **C.3.9 Configuration Management Services.**

**C.3.9.1** The Contractor shall participate in the establishment, implementation, and operation of a Developer Change Control (DCC) program for day-to-day change control of work products being developed under this PWS.

**C.3.9.2** The Contractor shall participate in managing changes to baselines and coordinate with the SED Configuration and Data Management (CADM) office using CADM policies, procedures, and tools.

**C.3.9.3** The Contractor shall participate in SED Configuration Control Boards (SCCBs) for the purpose of capturing and managing the Technical Data Package (TDP) in coordination with the CADM office.

#### **C.3.10 Quality Engineering Services.**

**C.3.10.1** The Contractor shall participate in the development of the Government's Quality Program Plans (QPPs) for individual SED software/systems.

**C.3.10.2** The Contractor shall implement the project's QPP for individual SED software/systems.

**C.3.10.3** The Contractor shall coordinate with SED Quality Assurance (QA) to perform project level Quality Assurance activities.

**C.3.10.4** The Contractor shall provide quality program progress and status reports for quality program performance activities, problems, and plans. The project plans (i.e. QPP, CMP, SDP, or other plan) may document the program quality requirements.

#### **C.3.11 Senior Level Engineering Support Services.**

**C.3.11.1** The Contractor shall perform analysis and assessment for lifecycle computer resources. This includes resources utilization, reverse engineering of legacy systems, obsolescence analysis, language upgrades, and other trade studies, engineering evaluations, or analysis of alternatives.

**C.3.11.2** The Contractor shall analyze and implement standardization for hardware and software.

**C.3.11.3** The Contractor shall participate in concept of operations development.

**C.3.11.4** The Contractor shall perform impact assessments of DoD Acquisition Lifecycle policies, processes, documentation, and initiatives. These include DoD 5000 process and the Better Buying Power initiative and responses to higher level command inquiries.

**C.3.11.5** The Contractor shall provide domain specific lifecycle engineering support for Battlefield domains.

#### **C.3.12 Engineering Support Services.**

**C.3.12.1** The Contractor shall provide Foreign Military Sales (FMS) support for all paragraphs of this PWS as required. The Contractor shall perform export administration management as

required to ensure compliance with US and applicable foreign trade control regulations as the regulation relates to performance scope of the task order. The Contractor shall provide applicable export control measures to ensure trade compliance as required. Export compliance includes performing and managing all aspects of export and import authorization responsibility and accountability including planning, obtaining, activating, and export authorizations to comply with International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC), Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE), U.S. Customs Border Protection and other Non-U.S. Jurisdictions or Government local laws.

**C.3.12.2** The Contractor shall develop, implement, demonstrate, assess, and train infrastructure improvements, productivity tools, processes, and techniques for system specific and non-system specific applications. Productivity tools, processes, and techniques can include technical, cost and manpower productivity improvements. Infrastructure includes SED local area networks, hardware, applications, site assessments and analyses.

**C.3.12.3** The Contractor shall develop material for and participate in briefings, meetings, tours, demonstrations, clinics, seminars, and conferences to include on-site creation and delivery of high quality graphics/videos, briefing material, and exhibit support equipment. This includes but is not limited to capabilities and product demonstrations and tours for customers, potential customers, partners, and higher Army management.

**C.3.12.3.1** The Contractor shall capture and document meeting minutes.

**C.3.12.3.2** The Contractor shall capture and track action items.

**C.3.12.4** The Contractor shall participate in software process assessments, software process improvement planning, software process documentation, organizational metrics collection, metrics analysis, and metrics reporting. Software processes include Software Engineering Institutes Capability Maturity Model Integrated models, Agile development methods, and other state of the art processes.

**C.3.12.5** The Contractor shall research, develop, evaluate, and transition emerging technologies for technology insertion.

**C.3.12.6** The Contractor shall apply and use Government provided tools, environments, and methods for the performance of this PWS. Government provided tools and methods include EPIC, Wiki, JIRA, Perforce, domain specific model based system engineering methods, and

COTS applications. Data input into government systems may include test plans, descriptions and reports, distribution records. Add tools for drawing package and model creation.

**C.3.12.7** The Contractor shall assess and implement reuse of assets and information for all software/systems that SED has responsibility. This activity includes reuse of software code, models, hardware designs, products, and labs for which the government has use rights.

**C.3.12.8** The Contractor shall produce and update associated Technical Data Package (TDP) documentation. TDP documentation may include but not be limited to any of the following:

- Software/System Requirements Specifications:
- Software/System Design Documents
- Software/System Test Plans
- Software/System Test Descriptions
- Software/System Test Report
- Hardware Requirements Specifications
- Hardware Design Documents
- Hardware Test Plans
- Hardware Test Descriptions
- Hardware Drawings
- System and/or Software User's Manual
- Operation and Maintenance Manual
- Installation Manuals
- Hardware Setup Manuals
- System and/or Software Version Description Document

TDP documentation may be produced in electronic formats to include MS Word, FileMaker, Wikis, etc.

**C.3.12.9** The Contractor shall configure, maintain, and operate tactical, government and commercial vehicles, specialized equipment for loading/unloading equipment to include forklifts and overhead cranes, machine tools, communications infrastructure, and equipment for supporting the other activities of this PWS. An appropriate license/accreditation may be required.

**C.3.12.10** The Contractor shall package, ship, and transport materials as required for support of mission needs. Transporting materials may include hand carrying classified materials.

**C.3.12.10.1** The contractor shall develop and maintain shipping containers for components and systems.

**C.3.12.11** The Contractor shall acquire needed materials for support of activities performed

under this PWS.

**C.3.12.12** The Contractor shall maintain orderly, safe, and secure work areas.

**C.3.12.13** The Contractor shall work collaboratively with other contractors internal and external to SED and Government Partners (CRADA and EPA partners) in the performance of this PWS.

**C.3.12.14** The Contractor shall input, track, assess and address issues, defects, and change requests in the government's tracking tools. Government tracking tools include Dimensions CM, JIRA, Test Track Pro, and Team Foundation Server, etc.

### **C.3.13 Data Analytics Support Services.**

**C.3.13.1** The Contractor shall perform data analytics services. These services include data analysis, assessments of current systems, predictive analytics, prescriptive analytics, enterprise decision management, data visualization and data dissemination.

**C. 3.13.2** The Contractor shall define and implement data governance.

(END OF SECTION C)

**SECTION D**  
**INSPECTION AND ACCEPTANCE**

**D.1 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)  
CLAUSE INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference

Table D.1

<b>DFAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
252.245-7001	Tagging Labeling and Marking of Government Furnished Property	(Apr 2012)

**D.2 PRESERVATION AND PACKAGING**

All unclassified data delivered under this task order shall be packaged, packed, and marked as necessary to assure safe delivery to the addresses indicated on the DD Form(s) 1423. All classified data generated under this task order shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Section J, Attachment 2, hereto.

(END OF SECTION D)





## **SECTION E** **PACKAGING AND MARKING**

### **E.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference

Table E.1

<b>DFAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
52.246-3	Inspection of Supplies – Cost Reimbursement	(May 2001)
52.246-5	Inspection of Services – Cost Reimbursement	(APR 1984)

### **E.2 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO shall be performed by the appointed COR. The designated Technical Monitors (TMs) shall conduct inspections of all work performance, reports, and other deliverables under this TO and provide the COR with technical input. The COR will also use the information obtained from the TMs to assess Contractor work performance reports, and other deliverables under this TO.

### **E.3 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the TM. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables. The Government requires a period not to exceed (NTE) 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

### **E.4 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the TO, the Contractor's proposal, and relevant terms and conditions of the contract. Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

Deliverable items rejected shall be corrected in accordance with the applicable clauses. All of

the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the TM, and provide notification of the meeting outcome to the COR.

#### **E.5 DRAFT DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government's comments, the Contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

#### **E.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The Contracting Officer will provide written notification of acceptance or rejection of all final deliverables within ten workdays unless specified otherwise in the TO. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

#### **E.7 QUALITY CONTROL PLAN**

The Contractor shall develop and submit a Quality Control Plan (QCP) ten (10) working days after TOA and maintain an effective quality control program to ensure services are performed in accordance with the OASIS Unrestricted Pool 3 contract and as set forth in Section C, hereto. The Contractor shall provide updates to the Contractor's Quality Control Plan. The QCP shall be subject to the Governments review and approval.

The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within ten (10) working days from receipt of notice that QCP is found "unacceptable."

The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which its assures that work complies with the requirement of the contract.

The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. Within ten (10) working days, the Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer.

Any modifications to the QCP during the period of performance shall be provided to the Contracting Officer for review no later than ten working days prior to effective date of the change.

(END OF SECTION E)

## **SECTION F** **DELIVERABLES OR PERFORMANCE**

### **F.1 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance is on Redstone Arsenal, AL and leased facilities in its local area. Work may be performed at other locations in Section J, Attachment 8 including at the Contractor's site(s). The specific addresses of the places of performance will be provided after TO award. Long-distance travel to both CONUS and OCONUS locations is expected.

The Contractor may be required to perform services:

- Off-site Any facility or location utilized by the Contractor in performance of this task order which is not provided by a Government agency (e.g. Contractor's branch office).
- On- site Any facility or location where performance is required or directed under the task order that a Government agency has provided access to. (e.g. U.S. Government base or installation, or other Contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required.

### **F.2 PERIOD OF PERFORMANCE**

This task order's maximum period of performance shall not exceed three (3) years.

### **F.3 HOURS OF OPERATION**

Hours of operation will vary on a TD-by-TD basis based on mission needs.

In general, the Contractor shall provide support a maximum level of support during the Government's core hours of 0600 to 1800 on a daily basis, five (5) days a week (Monday through Friday) with exceptions specified in the TDs and federal holidays. The Contractor shall align work hours to support the requirements outlined in this PWS with an average 8-hour workday consistent with the standard work schedule of the offices and activities supported. The Contractor shall operate and maintain equipment/lab infrastructure necessary for 24 hour operations where specified in the TD.

Hours of operation for OCONUS average 12 hours a day, 7 days a week, with exceptions specified in the TD. OCONUS locations include Alaska, Australia, Afghanistan, Belgium, Canada, Egypt, France, Germany, Greece, Greenland, Hawaii, Israel, Italy, Iraq, Japan, Korea, Kuwait, Marshall Islands, Netherlands, Norway, Poland, Saudi Arabia, Singapore, Spain, Sweden, Thailand, Taiwan, Qatar, United Arab Emirates, United Kingdom and U.S. territories and bases.

#### **F.4 OVERTIME**

Overtime will be required as specified in the TD to ensure continuity of mission/time critical surge efforts (e.g., time critical product deliveries, real world operations, field support, test planning, test execution, test analysis and reporting). The overtime ceiling will be established in Section I, FAR Clause 52.222-2, Payment for Overtime Premiums. The COR's concurrence is required prior to working overtime. Overtime requirements that will exceed the established ceiling will be handled in accordance with FAR Clause 52.222-2.

#### **F.5 DELIVERABLE AND REPORTING REQUIREMENT**

This section describes the special requirements for this effort. The following schedule of milestones will be used by the Contracting Officer and COR to monitor timely progress under this TO.

Prior to delivery to the Government, data requirement deliverables shall be approved in writing by Contractor managerial personnel with authority to represent the Contractor. The contractor shall provide a list of authorized management personnel to include names, telephone numbers and e-mail addresses in accordance with (IAW) DI-MISC-80508.

In addition to any regular reporting requirements, interim reports shall be provided upon request. All interim reports shall be delivered within 3 days of request unless agreed to by the Government official requesting the interim report.

The Contractor shall provide all deliverables and reports in accordance with table below.

**Table F.5**

<b>Date Item No.</b>	<b>CDRL Title</b>	<b>Frequency</b>	<b>Contract Reference</b>	<b>Task Order or TD Level</b>	<b>Method and Point of Contact</b>
A001	Transition-In Plan - Final	OTIME		Task Order	COR/CO via ITSS
A002	Transition-Out Plan	OTIME		Task Order	COR/CO via ITSS
A003	Quality Program Progress and Status Report	Will be defined in individual Technical Direction.	C.3.10.4	TD	TM via email unless otherwise stated in TD.
A004	Technical Report-Study/Services	Will be defined in individual Technical Direction.	C.3.2.8 C.3.6.1.1 C.3.8.1	TD	TM via email unless otherwise stated in TD.
A005	Authorized Management Personnel List	As Required		Task Order	COR/CO via ITSS
A006	Quality Control Plan (QCP)	ONE/R - One time with revisions	E.7	Task Order	COR/CO via ITSS
A007	Reserved				
A008	Reserved				
A009	Reserved				
A010	Reserved				
A011	Reserved				
A012	Reserved				
A013	Trip Report	Will be defined in individual Technical Direction.	G.13	TD	TM via email unless otherwise stated in TD.
A014	Reserved				
A015	Reserved				
A016	Reserved				
A017	Test Plan	Will be defined in individual Technical Direction.	C.3.5.1 C.3.12.8	TD	TM via email unless otherwise stated in TD.

A018	Test Procedure	Will be defined in individual Technical Direction.	C.3.5.1 C.3.12.8	TD	TM via email unless otherwise stated in TD.
A019	Engineering Drawings	Will be defined in individual Technical Direction.	C.3.4.11 C.3.12.8	TD	TM via email unless otherwise stated in TD.
A020	Computer Software Product End Items	Will be defined in individual Technical Direction.		TD	TM via email unless otherwise stated in TD.
A021	Human Engineering Design Approach Document-Operator	Will be defined in individual Technical Direction.		TD	TM via email unless otherwise stated in TD.
A022	Technical Data Package	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A023	Test/Inspection Report	Will be defined in individual Technical Direction.	C.3.5.1 C.3.12.8	TD	TM via email unless otherwise stated in TD.
A024	Performance and Cost Report	First report due NLT 10 (w) days after end of contractor's first account month after contract award and provided monthly thereafter. A roll-up report of annual technical instructions cost and performance due NLT 30 (w) days after end of calendar year.		Task Order	COR/CO via ITSS
A025	Reserved				

A026	Technical Direction Management Plan (TDMP)	ONE/R - One time with revisions for each TD	C.3.1.2	Task Order	TM via email unless otherwise stated in TD.
A027	Kick-Off Meeting Agenda	OTIME	G.1	Task Order	COR/CO via ITSS
A028	BSES Quarterly Report	Quarterly	C.3.1.12	Task Order	COR via ITSS
A029	Equipment Installation Instructions	Quarterly	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A030	BSES Quarterly Review Presentation	Quarterly	C.3.1.12	Task Order	COR/CO via ITSS
A031	Presentation Material	Will be defined in individual Technical Direction.	C.3.12.3	TD	TM via email unless otherwise stated in TD.
A032	Kick-Off Meeting Presentation	OTIME	G.1	Task Order	COR/CO via ITSS
A033	Software Development Plan	Will be defined in individual Technical Direction.	C.3.3.1	TD	TM via email unless otherwise stated in TD.
A034	Government Test Environment Development Plan (TEDP)	Will be defined in individual Technical Direction.	C.3.5.2.1	TD	TM via email unless otherwise stated in TD.
A035	Software Installation Plan (SIP)	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A036	Transition Plan or Post Production Software Support (PPSS) or Post Deployment Software Support (PDSS)	Will be defined in individual Technical Direction.	C.3.6.2	TD	TM via email unless otherwise stated in TD.
A037	Software Requirements Specification	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A038	Software Design Description	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.



A039	Software Test Plan	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A040	Software Test Description	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A041	Software Test Report	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A042	Software Version Description	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A043	Computer Operation Manual	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.
A044	Contract Funds Status Report (CFSR)	NLT 10 (w) days after end of contractor's first accounting month after contract award and provided monthly thereafter and a roll-up report of annual Technical Direction (TD) cost and performance due NLT 30 (w) days after end of calendar year.		Task Order	COR/CO via ITSS
A045	Reserved				

A046	Report, Record of Meeting/Minutes	Will be defined in individual Technical Direction.	C.3.12.3.1	TD	TM via email unless otherwise stated in TD.
A047	Kick-Off Meeting Report	As Required	G.1	Task Order	COR/CO via ITSS
A048	Software Programmer's Guide	Will be defined in individual Technical Direction.	C.3.3.4	TD	TM via email unless otherwise stated in TD.
A049	Integrated Master Schedule (IMS)	Will be defined in individual Technical Direction.	C.3.1.18	TD	TM via email unless otherwise stated in TD.
A050	Quality Program Plan (QPP)	ONE/R - One time with revisions	C.3.10.2	TD	TM via email unless otherwise stated in TD.
A051	Reserved				
A052	Systems Engineering Management Plan (SEMP)	Will be defined in individual Technical Direction.	C.3.2.1	TD	TM via email unless otherwise stated in TD.
A053	Reserved				
A054	Reserved				
A055	Contractor's Progress and Status Report	NLT 10 (w) days after end of contractor's first accounting month after contract award and provided monthly thereafter.	C.3.1.14	Task Order	COR/CO via ITSS
A056	Software User's Manual	Will be defined in individual Technical Direction.	C.3.12.8	TD	TM via email unless otherwise stated in TD.

## **F.6 FINANCIAL MANAGEMENT REPORTING REQUIREMENTS**

The Government will provide a complete listing of lines of accounting (LOA)/Work Breakdown Structure (WBS)/Cost Objects (the identifier used by SED to track expenses against obligations) and corresponding dollars for each line item issued. The Government will provide additional new LOA/WBS/cost objects and corresponding dollars throughout the period of performance of the contract, as additional funds are received by SED and obligated to the contract.

The Contractor shall maintain documentation on employees' daily assignments, and use the documentation to charge the employees' labor cost and associated material expenditures to corresponding LOA/WBS/Cost Objects and CLINs. Contractor employee labor hours worked shall be recorded daily/weekly in accordance with the Contractor's disclosed timekeeping practices and procedures.

The Contractor shall post accurate labor hours, labor cost, and material expenditures monthly to the Cost Information Management System (CIMS). All costs submitted to CIMS shall be reconciled to CLIN.

## **F.7 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The Contractor agrees to submit, within ten workdays from the date of the Contracting Officer's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the FOIA, 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

## **F.8 PLACE(S) OF DELIVERY**

All unclassified deliverables and correspondence shall be delivered to the COR and/or TM as defined in the individual Technical Direction. Distribution shall be made to the TM via email unless otherwise stated in the Technical Direction.

In addition, copies of TD deliverables shall be delivered to the CO, COR and TMs – at the request of the CO or COR.

**FOB POINT**

FOB Redstone Arsenal AL 35898. Pickup and Delivery will be made at: Buildings 6263 and other locations CONUS and OCONUS as specified by the COR.

(The contract shall contain FAR Clause 52.247-34, "FOB Destination")

(END OF SECTION F)

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 KICK-OFF MEETING**

No later than ten (10) work days following the task order award date, the Contractor shall schedule and attend a kick-off meeting to review the contract terms and conditions. The meeting location will be determined by the Government after award. The Government will provide a Kick-Off Meeting Agenda. The Contractor shall update the Kick-Off Meeting Agenda and return a copy of the updated agenda and presentation materials to the Contracting Officer no later than 2 days prior to the Kick-Off Meeting. The Contractor shall provide a Meeting Report to the GSA Contracting Officer (CO) no later than three days after the meeting.

#### **G.2 ROLES AND RESPONSIBILITIES OF KEY GOVERNMENT PERSONNEL**

The following subsections specify roles and responsibilities of key government personnel.

##### **CONTRACTING OFFICER**

The Contracting Officer's authority is defined in FAR 1.602.

##### **CONTRACTING OFFICERS REPRESENTATIVE (COR)**

The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the Contractor upon award. The COR will receive, for the Government, all work called for by the TO and will represent the CO and work with the Technical Monitors in the technical phases of the work. The COR will provide no supervisory guidance to Contractor personnel. The COR is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

##### **TECHNICAL MONITOR (TM)**

The CO will appoint TMs in writing through an Appointment Letter that will be provided to the Contractor upon award. The TM will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The TM will provide no supervisory guidance to Contractor personnel. The TM is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract, TO, or TD. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

#### **G.3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM**

TO performance will be evaluated and captured through the Contractor Performance Assessment Reporting System (CPARS) module (located at <https://www.cpars.gov/>). At a minimum, TO performance will be evaluated by GSA Assisted Acquisition Service (AAS) on a yearly basis and upon TO completion. Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of sixty (60) days to submit comments, rebutting statements, or additional information, before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS, it will be

transmitted into the Past Performance Information Retrieval System (PPIRS).

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the TO file, and may be used by Federal agencies to support future award decisions.

#### **G.4 CONTRACT ADMINISTRATION AND MANAGEMENT**

The following subsections specify requirements for contract management, contract administration and personnel administration.

##### **Contract Management**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at all CONUS and OCONUS locations and the Contractor's corporate offices.

##### **Contract Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the TO and ensure performance of effective assistance to the Government as outlined in this Section C in support of all TDs. The Contractor shall respond to Government requests for contractual actions within three (3) working days. The Contractor shall have a single point of contact for program/technical and contract issues between the Government and Contractor personnel assigned to support this task order and all TDs. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement and shall provide those records to the Government upon request.

##### **Personnel Administration**

The Contractor shall maintain training of personnel as required to perform the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support the TO. Any mission essential personnel, if applicable, will be identified in the TD.

In addition, each approved TD will have a designated technical monitor. These technical monitors will interact daily with Contractor personnel monitoring the TD and providing input to the Contractor performance.

Contracting Officer (CO): Markesha McCants, GSA FAS AAS

Telephone: (256) 509-9538

Email: markesha.mccants@gsa.gov

Contracting Officer's Representative (COR): Bertie Thompson, Software Engineering Directorate

Telephone: 256.876.6641

Email: bertie.m.thompson.civ@mail.mil

## **G.5 TECHNICAL SURVEILLANCE**

Performance by the Contractor of the technical aspect of this contract shall be under the cognizance of the Software Engineering Directorate, Aviation and Missile Research, Development and Engineering Center. The Government, through the SED, will nominate technical monitors with technical surveillance of the Contractor, within the scope of this contract, to include CORs.

Changes to the terms or conditions of this task order shall only be made in writing, and such change shall be executed by modification of the task order by the contracting officer. The Contractor is responsible for ensuring that all Contractor personnel are notified of this provision. All changes, whether within or out-of-scope of this TO, performed by Contractor personnel without specific prior written authorization from the contracting officer are not considered to be authorized by the Government and shall not be binding on the Government, nor shall the Government be obligated to pay any costs associated therewith. The Contractor assumes liability for any and all costs resulting directly or indirectly from the performance of unauthorized work by Contractor personnel.

## **G.6 OCI SUBCONTRACT MANAGEMENT**

The Contractor shall be responsible for all subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor's performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

## **G.7 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES**

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work with a minimum of under/over employment of resources. The Contractor shall ensure the OASIS labor categories as defined in the Labor Categories document provided in Section J, Exhibit 1, labor rates, and man-hours utilized in the performance of this TO (Section C reference paragraph) and all TDs issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources to manage, perform, and administer the task order.

## **G.8 INVOICE SUBMISSION**

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Task Order Number: 47QFSA18P0001

Paying Number: Invoice Number Sequence

Project Number: ID04160056

Project Title: Battlefield Systems Engineering Services

The Contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment. The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The Contractor shall submit invoices as follows:

The Contractor shall utilize GSA's electronic Assisted Services Shared Information System (ASSIST) to submit invoices. The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link): <https://portal.fas.gsa.gov>.

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the Create New Invoice button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be submitted to GSA or the GSA Finance Center. However, the COR may require the Contractor to submit a written —hardcopy invoice with the client's certification prior to invoice payment.

#### **G.9 INVOICE REQUIREMENTS**

The Contractor shall submit simultaneous copies of the invoice to both the Contracting Officer and COR via email, along with all backup documentations as requested by GSA (e.g., receipts, credit card transactions reports, proof of indirect rates, monthly expenditure report) prior to its submission in ASSIST. The Contracting Officer and COR shall have five (5) business days to review prior to submission in ASSIST for the first three invoice periods. Thereafter, the Contracting Officer and COR shall have three (3) business days.

The Contractor shall:

- Maintain and submit an invoice workbook with each invoice.
- Combine CPFF and NTE charges (e.g., labor, travel, material and equipment and CAF) in one invoice submission. Provide receipts and applicable quotes for all travel equipment and material purchases upon GSA request.

The final invoice should be submitted within three (3) months of contract expiration. The Contractor shall provide the Government with a monthly status on when the final invoice will be submitted to the Government upon the completion of the base period or (if exercised) an option period.

#### **G.10 COST-PLUS-FIXED-FEE (CPFF) CLINS (FOR LABOR)**

The contractor shall invoice in accordance with the contractor's accounting cycle on the basis of cost incurred for the CPFF CLINs. The invoice shall include the PoP covered by the invoice, CLIN number, and TD Identifier Number. All hours and costs shall be reported by CLIN (as



shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from TD inception to date. In addition, the contractor shall track sources of funding by specific TD. The Government shall provide this information to the contractor after the award of all incremental funding modifications. The contractor shall ensure all work is performed in accordance with the correct TD, CLIN, and funding source. The listing shall include separate columns and totals for the current invoice period and the project to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information:

- An employee identifier (current and past employee)
- Employee company labor category
- Employee OASIS labor category
- CLIN
- TD Identifier Number(s)
- Proposed Rate
- Actual Rate
- Variance
- Current Hours
- Current Amount
- Total Cumulative Hours
- Total Cumulative Amount
- Fixed fee
- Cost incurred not billed
- Time period of hours billed if different than invoiced period

In addition, the contractor shall complete the LOE by TD Spreadsheet that contains the following information:

- CLIN
- TD Identifier Number and Description
- Personnel Assigned
- Rates
- Billed Hours This Period
- Billed Cost This Period
- Incurred Adjusted Hours
- Incurred Adjusted Cost
- Cumulative Hours Expended
- Cumulative Costs Expended
- Monthly FY Hours and Cost
- Monthly Hours Explanation that exceed a normal work month (e.g., 160 hours, 176 hours) (upon request from Government)

All cost presentations provided by the contractor shall also include Overhead charges, and

General and Administrative charges and shall also include the Overhead and General and Administrative rates being applied.

#### **G.11 TECHNICAL DIRECTION TRACKING**

In addition to the CPFF spreadsheets, the contractor shall keep a historical summary/spreadsheet of all approved TDs, to include, at minimum:

- TD Identifier Number and Description
- An employee identifier (current and past employee)
- Employee company labor category
- Employee OASIS labor category
- Current Hours
- Current Amount
- Total Cumulative Hours
- Total Cumulative Amount
- Fixed fee
- Cost incurred not billed
- Time period of hours billed if different than invoiced period
- TDs performed are tracked by the correct funding source

This spreadsheet shall be submitted with all CPFF invoices and monthly financial expenditure meetings.

#### **G.12 MATERIALS AND EQUIPMENT**

The contractor shall invoice in accordance with the contractor's accounting cycle on the basis of cost incurred for the Materials and Equipment CLIN as assigned to each TD. The invoice shall include the PoP covered by the invoice, CLIN number, and TD Identifier. In addition, the contractor shall provide the following detailed information in spreadsheet format for each invoice submitted, as applicable:

- TD Identifier Number and Description
- Approved Material Number or Identifier (upon request from the Government)
- Materials and Equipment Purchased/Description
- Date Approved by the Government (upon request from the Government)
- Estimated Cost (upon request from the Government)
- Amount Billed/Invoiced
- Variance between Estimated and Billed Cost (upon request from the Government)
- Overhead charges, General and Administrative charges
- Associated CLIN/TD
- Project-to-date totals by CLIN/TD
- Cost incurred not billed
- Remaining balance of the CLIN/TD

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges, and (when requested by GSA) backup documentation of purchase (e.g., receipts).

### **G.13 TRAVEL**

Long-distance travel is defined as travel to a location over fifty (50) miles from the Contractor employee's normal duty station. Local travel will not be reimbursed. OCONUS allowances may be considered a travel related cost and would be reimbursed under the cost reimbursable travel.

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor shall invoice in accordance with the contractor's accounting cycle for the incurred travel costs in compliance with the JTR/FTR. The invoice shall include the period of performance (PoP) covered by the invoice, the CLIN number, title, TD Identifier Number, and identify all cumulative travel costs billed by CLIN/TD as stated in Section G. The contractor shall provide separate worksheets; in MS Excel format for travel with the following information:

- TD Identifier Number and Description
- Travel Authorization Request number or identifier, approver name, and approval date (upon request from the Government)
- Current invoice period
- Names of persons traveling (upon request from the Government)
- Travel Location (upon request from the Government)
- Number of travel days (upon request from the Government)
- Dates of travel (upon request from the Government)
- Number of days per diem charged (upon request from the Government)
- Per diem rate used (upon request from the Government)
- Total per diem charged (upon request from the Government)
- Transportation costs (upon request from the Government)
- Total charges
- Explanation of variances exceeding 10% of the approved versus actual costs
- Indirect Handling Rate

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges, and (when requested by GSA) backup documentation of purchase (e.g., receipts).

#### **G.14 OASIS AND TASK ORDER CLOSE-OUTS**

The contractor shall cooperate with the CO to close out the TDs and TO as soon as practical after expiration, cancellation, or termination. The contractor shall provide the Government with a detailed schedule of close-out actions to be completed per TD and TO. The schedule shall at minimum include the following:

- Expected date of the final invoice shall be submitted for labor, travel, material and equipment, and CAF.
- Expected date for close-out completion.

After the PoP has ended, the contractor shall provide the CO and COR with monthly updates on the detailed close-out schedule. The contractor's close-out performance will be evaluated and captured through the CPARS module.

(END OF SECTION G)

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS**

Contractor personnel will not be allowed access into SED facilities during Federal Government Holidays, weekends, non-duty hours (duty hours are normally 0600-1800) or other times when Government employees are not in attendance (e.g. inclement weather resulting in the closing of Redstone Arsenal, and other emergencies) unless such access is directed or approved by the CO or an appointed COR in advance.

The following holidays are recognized by the Federal Government:

- New Year's Day, January 1
- Martin Luther King, Jr.'s Observance, Third Monday in January
- President's Day, third Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Columbus Day, second Monday in October
- Veterans' Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Christmas Day, December 25
- Any other day designated as a holiday by Federal Statute or Executive Order.

#### **H.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541330 - Engineering Services.

#### **H.3 PRODUCT SERVICE CODE**

The product service code is R499 - Other Professional Services.

#### **H.4 SYSTEMS AND CERTIFICATIONS**

The following subsections specify requirements of systems and certifications for this TO.

##### **APPROVED PURCHASING SYSTEM**

The objective of a Contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy regarding subcontracting.

Prior to the award of this TO, the GSA CO shall verify the validity of the Contractor's purchasing system. Thereafter, the Contractor is required to certify to the GSA CO, no later than thirty (30) calendar days prior to the exercise of any options, the continued validity of its purchasing system. Additionally, if reviews are conducted of the purchasing system after TOA,

the Contractor shall provide the results of the review to the GSA CO within ten (10) workdays from the date the results are known to the Contractor. The results shall be submitted to the GSA CO via an action memo submitted through the GSA ITSS web-based business application.

### **ADEQUATE ACCOUNTING SYSTEM**

The adequacy of the Contractor's accounting system and its associated internal control system, as well as Contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the Contractor data upon which the Government must rely for its management oversight of the Contractor and TO performance. The Contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the TO.

### **H.5 SECURITY CLEARANCE REQUIREMENTS**

The Contractor shall comply with the requirements of **Contract Security Classification Specification (DD Form 254)**, attached hereto. In addition, the Contractor is restricted, by terms of the contract, from releasing information outside the Government and may release information inside the Government only on a "need-to-know" basis. It is the Contractor's responsibility to obtain verification, from the Cognizant Security Office, of the recipient's facility clearance, storage and safeguarding capability prior to actual release of any classified information/material.

The ability to receive and maintain a minimum Interim SECRET security clearance shall be required for all personnel. All personnel with a need shall receive and maintain, at a minimum, an Interim SECRET security clearance. Some personnel shall require a TOP SECRET clearance. The Government will provide the contractor access to the SIPRNET at the Government work site as required. Access to COMSEC material and equipment, including all CCI and keying materials, as well as the use of STE and VIPR phones, is authorized, therefore a COMSEC account may be required. Access to Restricted Data (RD), CNWDI, Formerly Restricted Data (FRD), SCI, SAP, Non-SCI, Foreign Government Information (FGI), NATO and FOUO shall also be required by certain elements of this contract. A Final SECRET clearance will be required for those individuals needing access to RD, FRD, CNWDI, SCI, Non-SCI, COMSEC, NATO, and FGI. Any additional security requirements will be stated on individual TDs.

The solicitation and resulting contract is subject to Industrial Security Regulation (ISR), DOD 5220.22-R. Procedural guidance is provided by the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

Contractors shall have a destruction facility for classified or otherwise sensitive waste material maintained at offsite Contractor facilities.

The following security considerations shall apply:

- The Contractor shall be required to have a **TOP SECRET facility clearance** for

performance under this TO.

- The Contractor shall ensure that all personnel possess a required minimum interim security clearance (PCL) prior to granting accesses to classified information.
- The Contractor shall be a long term visitor while performing on Redstone Arsenal and shall comply with all security procedures outlined in AR 380-5, AR 380-67, all other security directives in effect with SED which are applicable to work conducted at SED.
- The Contractor shall establish and maintain a Personnel Surety and Security Program (PSSP) to ensure that all personnel performing under this performance work statement meet the stated qualifications of the program, as stated in AR 380-67 and AR 25-2.
- The Contractor shall establish and maintain a System Security Program (SSP) to describe the operating procedures for safeguarding classified defense information and protection of data processing system resources and data according to the assigned sensitivity level of the facility and data.
- The Contractor shall safeguard all data, tactical automated information security (AIS), tactical systems and tactical support equipment during hours of operation and report incidents involving unauthorized access to the SED Security Officer or designated branch point of contact.
- The Contractor shall have an Automated Data Processing (ADP) I, II, or III certification as required by AR 380-67.

## **H.6 INSTALLATION SECURITY REQUIREMENTS**

The following subsections specify installation security requirements.

### **CONTRACTS THAT REQUIRE HANDLING OR ACCESS TO CLASSIFIED INFORMATION**

The Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires Contractors to comply with—(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the Contractor

### **ACCESS AND GENERAL PROTECTION / SECURITY POLICY AND PROCEDURES**

This standard language text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include associated subcontractors employees shall comply with applicable installation, facility and area Commander Installation and facility access and local security policies and procedures (provided by the Government representative). The Contractor shall also provide all information required for

background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The Contractor workforce shall comply with all personal identity verification requirements as directed by DoD, Department of the Army Headquarters, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in Contractor security matters or processes. The Contractor shall be responsible for collection of CACs, Installation ID Badges and building access badges upon completion of the contract or when an employee will no longer be actively performing work on the contract. The Contractor will then turn over these credentials to the Government Security Office. All contractor employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

#### **FOR CONTRACTORS REQUIRING COMMON ACCESS CARD (CAC)**

Before CAC issuance, the Contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The Contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management. The Contractor shall register for an Army Knowledge Online (AKO) account.

#### **CONTRACTORS THAT DO NOT REQUIRE CAC, BUT REQUIRE ACCESS TO A DOD FACILITY OR INSTALLATION**

Contractor and all associated sub-Contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

#### **PROTECTION AND HANDLING OF "FOR OFFICIAL USE ONLY" INFORMATION**

Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

#### **DEFINITION**

Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in



Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked "For Official Use Only" (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

### **SAFEGUARDING FOUO INFORMATION**

**During Duty Hours:** During normal working hours information determined to be FOUO shall be placed in an out-of-sight location of visitors, casual traffic and other non-Government/non-Contractor personnel have access to the work area.

**During Non-duty Hours:** At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or Government/Contractor internal building security is provided during non-duty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

### **TRANSMISSION OF FOUO INFORMATION**

FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO Attachments.

### **TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES**

**Termination:** The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

**Disposal:** FOUO materials shall be destroyed using a method that is compliant with the NISPOM and any local installation procedures when working at a Government facility. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

**Unauthorized Disclosure:** The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

## **H.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Contractor (to include subcontractors) shall provide each employee a Company Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. The SED Security Office shall provide each properly cleared contractor/subcontractor employee a Redstone Arsenal Identification (ID) Badge upon assignment to an SED facility.

ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit.

The SED Security Office shall be responsible for collection of Redstone Arsenal ID Badges upon completion of the contract or termination of employee. If government Security Office is not available, all access credentials should be returned to the Contractor Facility Security Officer (FSO). A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and subcontractor personnel changes IAW DI-MGMT-80508.

Foreign owned companies and foreign national Contractors will only be permitted to perform under this contract when there are no qualified U.S. companies and /or U.S. Contractors. Any non-U.S. Citizen working under this task order must first be approved by the CO.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials.

Failure to safeguard any privileged information which may involve the Contractor or the Contractor's personnel, or to which they may have access, may subject the Contractor and/or Contractor's personnel to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the Contractor.

### **KEY CONTROL**

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop and follow procedures covering key control that shall be included in the Standard Operating Procedures. Such

procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit access to Government issued keys/key cards by unauthorized personnel other than the Contractor's employees. The Contractor shall prohibit entry into controlled areas by unauthorized personnel other than the Contractor's employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

### **LOCK COMBINATIONS**

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

## **H.8 SECURITY TRAINING REQUIREMENTS**

The following sub-sections provide details of various security-related training requirements for this task order. The Contractor shall register its employees in the SED Enterprise Training Database to document completion of mandatory training requirements, in addition to any domain specific training sites (e.g., ATCTS). The Contractor shall retain most current certificates of completion for each affected Contractor employee and subcontractor employee.

### **AT LEVEL 1 TRAINING**

This provision/contract clause is for Contractor employees with an area of performance within an Army controlled installation, facility, or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. AT Level I awareness training is available at the following website: <https://jkodirect.jten.mil>.

### **ANTI TERRORISM AWARENESS TRAINING FOR US BASED CONTRACTOR PERSONNEL TRAVELING OVERSEAS**

This provision/contract clause requires US based Contractor employees and associated sub-Contractor employees to make available and to receive Government provided area of responsibility (AOR)-specific Anti-Terrorism (AT) awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contact.

### **iWatch TRAINING**

This provision/contract clause is for Contractor employees with an area of performance within an Army controlled installation, facility or area. The Contractor and all associated subcontractors shall brief all employees on the local iWatch program. This training will inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within thirty (30) calendar days of contract award and within thirty (30) calendar days of new employees commencing performance.

### **THREAT AWARENESS REPORTING PROGRAM TRAINING**

For all DoD Contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), Contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent. Contact the Redstone Arsenal MI Detachment at 256-313-5186 for scheduling.

### **SECURITY EDUCATION, TRAINING & AWARENESS (SETA) TRAINING**

This provision/contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete annual mandatory SETA awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The following URL is made available for your training:

<https://www.lms.army.mil>. Upon completion of the training, you must provide certification to the Information Security Officer. Security Education, Training & Awareness covers Information Security, Personnel Security and Industrial Security Programs.

### **COMBATING TRAFFICKING IN PERSONS, CYBER AWARENESS CHALLENGE, PERSONAL IDENTIFICATION INFORMATION (PII) and SEXUAL HARRASSMENT ASSAULT RESPONSE PROGRAM (SHARP) TRAINING**

This provision/contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete Combating Trafficking in Persons, Cyber Awareness Challenge, Personal Identification Information (PII), and Sexual Harassment Assault Response Program (SHARP) training.

### **OPSEC TRAINING**

Level I OPSEC Awareness Training: Per AR 530-1, Operations Security, all Contractor employees, to include subcontractor employees shall complete Level I OPSEC Awareness Training within thirty (30) calendar days of their reporting for duty. All subcontractors shall take the Level 1 OPSEC Awareness Training located at the below website and print the certificates demonstrating completion. Note: after the first screen, select User Type: Civilian/Contractor, then Service: Army, then Grade N/A. OPSEC awareness training is available at the following

website: <http://cdsetrain.dtic.mil/opsec/>

## **INFORMATION ASSURANCE (IA) / INFORMATION TECHNOLOGY (IT) TRAINING AND/OR CERTIFICATION**

Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately trained and/or certified, as required upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Additional training for IA workforce positions must be completed within six (6) months.

## **GOVERNMENT INFORMATION SYSTEMS AND INFORMATION AWARENESS REQUIREMENTS**

All Contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Cyber Awareness Challenge Training prior to access to the IS and then annually thereafter, and must sign an Acceptable Use Policy (AUP).

## **SECURITY REQUIREMENTS FOR OVERSEAS TRAVEL**

The Contractor may be required to travel overseas during the TO PoP. The Contractor shall adhere to the regulations stated in Section H.21.1 - Travel Regulations and ensure all Contractor personnel traveling overseas have the required documentation and approvals.

For travel requirements/restrictions to any other foreign country, see the Foreign Clearance Guide (FCG) at the following website for applicable information:

<https://www.fcg.pentagon.mil/fcg.cfm>

The Contractor shall stay abreast on all overseas security requirement changes and implement these changes as they occur.

## **H.9 NON-PERSONAL SERVICES**

GSA will neither issue a task order nor issue a Technical Direction (TD) to provide services prohibited by FAR Part 37.1. The administration and monitoring of the Contractor's performance by GSA or the Client Representative(s) shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

- Provide for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees

with the client.

- Ensure close communication/coordination with the GSA Contracting Officer, reporting problems to them as they occur (not waiting for a meeting).
- Do not permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave or work scheduling of Contractor employees, terminate Contractor employees, assist Contractor employees in doing their jobs or obtain assistance from the Contractor in doing Government jobs.
- Do not assign Contractor personnel to work under direct Government supervision.
- Maintain a professional distance from Government employees.
- Provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- Assign a point of contact to the TD. The point of contact or alternate shall be the only one who accepts works from the assigned Government point of contact or alternative.
- When travel is required for the performance, Contractor personnel are only to travel as directed by the contact.

## **H.10 CONFLICT OF INTEREST**

### **ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

Compliance with this clause is a material requirement of this task order.

#### **1. DEFINITIONS**

(a) “Organizational Conflict of Interest” (OCI) means that because of other activities or relationships with other entities, a Contractor is unable, or potentially unable, to render impartial assistance or advice to the Government, the Contractor’s objectivity in performing the contracted work is or might be otherwise impaired, or a Contractor is in a position to have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this task order. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

(b) “Contractor” for the purpose of these OCI provisions means the Contractor, including any company or current or future entity such as a business organization of which it is a part (i.e., parent company), its current or future subsidiaries, divisions, affiliates, any joint venture involving the Contractor, and any entity which the Contractor or any successor or assignee of the Contractor uses currently or in the future as a prime Contractor, subcontractor, or consultant to either the prime Contractor or a subcontractor under this task order. “Affiliates” is as defined in FAR Subpart 2.1.

(c) “SED” refers to the U.S. Army Aviation and Missile Research, Development, and

## 2. GENERAL TERMS

- (a) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably mitigated or resolved. The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this task order entitled "DISPUTES" (FAR 52.233-1).
- (b) The Contractor shall include this requirement in its entirety in all subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.
- (c) The Government may waive application of this clause, or any of its parts, when it is determined in writing by the Contracting Officer to be in the best interest of the Government to do so.

## 3. DISCLOSURES and NOTIFICATIONS

- (a) Relative to task order pre-award OCI Risk Mitigation procedures, the Contractor must submit an OCI mitigation plan with their proposal if they suspect there might be OCI issues with the development or submission of their proposal that conflict with the principals listed in FAR 9.505, -1,-2,-3 and -4. This mitigation plan should list, in specific detail, the issue(s) that constitute the potential OCI, how the issues originated, and draft plan on how to mitigate the OCI, any other pertinent facts or assumptions that lead the Offeror to believe an OCI issue exists with their proposal. This OCI mitigation plan will be evaluated for its acceptability, and if found acceptable, the Offeror will be allowed to participate in the subject solicitation.
- (b) A list of categories and representative examples of SED supported systems covered by this task order is set forth in the Virtual Reading Room. It is the Contractor's responsibility to identify to the Government any contracts they possess for these systems, major components of these systems, or support services for these systems as a prime Contractor, as a subcontractor, or as a consultant with either the weapon system prime Contractor or major subcontractor. If the Contractor is currently providing support, or anticipates providing support, to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror shall to the best of its knowledge and belief identify any such potential OCI and work with the Government to take steps to either mitigate the OCI or move the work to an alternative contract vehicle to avoid the potential OCI, and except as otherwise set forth in the task order, the Contractor does not have any organizational conflict of interest(s), or potential organizational conflicts of interest, as defined in paragraph 1(a).

- (c) The Contractor agrees that, if after award, it discovers an actual or potential organizational

conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the task order for the convenience of the Government if determined to be in the best interest of the Government.

(d) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, to include products or activities where the Contractor acted as a subcontractor, or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

#### 4. ACCESS TO PROPRIETARY INFORMATION

(a) The Contractor shall train and inform employees performing on this task order of Subpart 9.5 of the FAR and this provision, and shall execute a Contractor-Employee Personal Financial Interest Disclosure and Protection of Sensitive Information Agreement as appropriate before allowing access to any proprietary information and within 5 calendar days of the employee beginning to perform on this task order.

(b) The Contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the task order, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, and to furnish the Contracting Officer with executed copies of all such agreements within 5 calendar days of signing such agreements and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it is intended. All such written agreements shall include, at a minimum, the information required in H.13. . If the Contracting Officer determines that said written agreement is not adequate, the Government has the right to withhold access to the proprietary data. The Contractor agrees that any data furnished by the Government shall be used only for performance under this task order, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other Contractors shall be treated as proprietary data. Additionally, the Contractor shall not disclose outside of SED Government Officials any data, products, results, or recommendations generated in the performance of this task order except as may be expressly directed by the Contracting Officer.

(1) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a



confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order.

(3) The prohibitions contained in subparagraphs 4(b)(1) and 4(b)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph 3(c) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph 4(b).

## 5. RESTRICTIONS OR RESTRAINTS

### Pre-Award OCI

(aa) Any Contractor who makes a disclosure of SED supported systems covered by this task order, pursuant to paragraph 3(b), and whose proposed mitigation plan is deemed unacceptable by the Government shall be ineligible for award of this task order.

### Post-Award OCI

(a) The effort to be performed by the Contractor under this task order is of such a nature that significant potential OCIs, including but not limited to those OCIs described in paragraph 5(b), may exist on this task order and on a future acquisition(s). In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this task order shall be limited as described below and in accordance with the requirements of FAR Subpart 9.5. The Contractor's attention is directed to this restraint clause which is consistent with and in accordance with FAR 9.507-1 and 9.507-2. The terms of this restraint clause are not subject to negotiation; however, any desired clarifications or explanations concerning this clause may be directed in writing to the Contracting Officer.

(b) During the performance of this task order, the Contractor may be requested to participate in the development and test of hardware, software, or data related to weapons systems, assemblies, subassemblies, and associated equipment managed by SED customers or directly supported by SED, including performing testing of first article and quality verification samples. These items are contractually sensitive so the associated test areas are for limited access only due to the

possibility of proprietary infringement or test results being compromised.

Therefore, the Contractor shall identify the existence of all outstanding contracts with DOD for products which require either first article testing or quality verification testing under this task order. The Contractor shall work with the Government to identify a mutually acceptable avoidance, neutralization, or mitigation strategy for any products which will undergo first article testing or quality verification testing under this task order where a potential OCI has been identified. The strategies could include the Government identifying an alternate contract vehicle to perform the work in question, a Government specified subcontract arrangement where fee is withheld, or other deviations from the PWS as agreed to by the Government.

The Contractor agrees that during the period of performance of this task order, the Contractor shall not participate as a prime Contractor, subcontractor, or consultant to the prime Contractor in the development or production of any system assemblies, subassemblies, and associated equipment that undergoes test and evaluation at the SED without the prior written approval of the Contracting Officer. The Contractor shall work with the Government throughout the performance of this task order to identify all potential OCIs and to mitigate the OCI in accordance with the approved OCI Mitigation Plan.

(c) The Contractor further agrees that, during the performance of this task order and for a period of one year after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the task order, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor, which performed services directly related to a system or component, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, said system, components or services which are the result of work statements generated or requirements defined under this task order, if any. This exclusion does not apply to any competition for the same services furnished pursuant to this task order. In the event that the Contractor and Government agree that the Contractor perform work that creates a potential OCI, the Contractor shall submit their planned mitigation strategy for approval prior to initiation of that effort; failure to identify the creation of a potential OCI prior to initiation of that effort indicates the Contractor's acceptance of the restrictions in this clause on furnishing those products on future contracts or task orders.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this task order from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the one year period following completion of this task order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized by the cognizant Contracting Officer to compete for procurement(s) for systems, components or services subsequent to an intervening

procurement.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this task order; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sales of catalog or standard commercial items not the subject of any restraint term herein are exempt from this requirement.

## **6. REMEDIES**

(a) Notwithstanding paragraph 3(c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this task order or becomes, or should become, aware of an organizational conflict of interest after award of this task order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this task order for default.

(b) In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of task order for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under the basic contract, this task order, and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

### **H.11 BUSINESS RELATIONS**

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of execution and problem identification to ensure effective contract performance. When required or otherwise requested by the Government, the Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall insure customer satisfaction and professional and ethical behavior of all Contractor personnel during performance of this effort.

### **H.12 NON-DISCLOSURE REQUIREMENTS**

If the Contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the Contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- Are listed on a signed Addendum to Corporate NDA Form prior to the commencement of any work on the TO,

- Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of Contractor bid or proposal information, or source selection information, and
- Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement Contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by Contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The Contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.13 ASSOCIATE CONTRACTOR AGREEMENTS**

The Contractor may be required to enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. All ACAs shall be submitted through the GSA business application, ITSS (<https://portal.fas.gsa.gov/web/guest>) as an action memo for CO review/approval. The agreements should include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the (insert name of the program or project), which ensures the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed below.

#### **ACAs include the following general information:**

- Identify the associate Contractors and their relationships.
- Identify the program involved and the relevant Government contracts of the associate Contractors.
- Describe the associate Contractor interfaces by general subject matter.
- Specify the categories of information to be exchanged or support to be provided.
- Include the expiration date (or event) of the ACA.
- Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating Contractors.
- The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
- Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

**The following Contractors (include but not limited to) are associate Contractors with**

**whom agreements may be required:**

The primes and subcontractors performing work on the following SED acquisition vehicles: BASES, EESS, AESCRS, SCRS, S3E, Battlefield, Strategic, Virtual, UAH, GTRI, LTPO IV&V, SED Program Management TO, JSIL UAS Engineering and Technical Services contracts, IUID Marking, HDSS.

**H.14 GOVERNMENT-FURNISHED PROPERTY (GFP)**

The Contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to TPOC prior to the departure of each responsible Contractor employee or at the end of the TO whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

**H.15 GOVERNMENT FURNISHED MATERIALS**

The Contractor shall be provided the workspace, data and access to buildings on Redstone Arsenal in order to perform the requirements herein. The Contractor employees will be provided access to computers, computer network, wireless devices, and telephone/wireless services. The Government maintains control over all Government property. Contractors (and subcontractors) may be issued temporary hand receipts (DD1149) for day to day responsibility of assigned equipment. Any Government property, material, etc. shall be returned to the SED within 10 days after task order completion. The Contractor shall be liable for any damage that has been determined to be caused by negligence or misuse.

The Government reserves the right to change, alter, and/or modify the facilities being provided to the Contractor. The Government will also provide access to the infrastructure and all related network and computer devices required to perform the work in Section C.

**H.16 PROPERTY ACCOUNTABILITY**

- a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout task order performance.
- b. In accordance with FAR 52.245-1, Government Property, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan shall be submitted to the SED Equipment Manager for review and to the CO for approval.
- c. The Contractor shall be accountable for equipment removed from the Government premises and utilized by the Contractor in performance of projects under the TO. Accountability shall be established by DD Form 1149. The Contractor shall be accountable for equipment utilized by the Contractor personnel in performance of projects under the TO. Accountability shall be established by individual with a signed hand receipt.

d. Accountability of facilities and equipment (except when transferred to the contractor as specified below) will remain with the Government throughout task order performance. The transfer of government furnished property will be accomplished on a DD Form 1149, Shipping Document, from the Hand Receipt Holder in each Division of the SED. The contractor shall track property by Hand Receipt Holder and return all property to respective Hand Receipt Holders at the end of the contract.

e. In accounting for government property in its possession, the Contractor shall comply with provisions of AR 710-2 and AR 58-1.

#### **H.17 GOVERNMENT PROPERTY AVAILABLE FOR CONTRACTOR USE ON A RENT-FREE, NONINTERFERENCE BASIS**

a. Addendum 1, "Facilities and Equipment Description", to the performance work statement, lists various Government facilities and test equipment which may be available to the Contractor on a rent-free, non-interference basis, for the duration of the contract, to accomplish the required efforts.

The Government will provide the necessary office and laboratory to the Contractor.

b. Phone services and utilities will be provided for personnel located within Government furnished facilities. Mobile phones will be provided as determined by the government to be necessary to meet mission requirements.

c. It is agreed that the Government will have the right to furnish any additional property necessary for the performance of the work hereunder and not otherwise contemplated by other provisions of this contract.

#### **H.18 KEY PERSONNEL**

The following are the only personnel who shall be designated as Key. The Key Personnel must possess all Mandatory requirements at time of proposal.

- Program Manager (PM)
- Deputy Program Manager (DPM)

#### **PROGRAM MANAGER (PM) AND DEPUTY PM**

The Contractor shall identify a PM to serve as the Government's primary POC. The PM is required to provide overall leadership and guidance for all Contractor personnel assigned to the TO including assigning taskings to Contractor personnel, supervising on-going technical efforts, and managing overall TO performance. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime Contractor and have the authority to commit the Contractor's organization and make decisions for the Contractor's organization in response to Government

issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limitations issues. The Deputy PM will assist the Program Manager with managing the program and may represent the PM. The PM and Deputy PM shall work on-site at the Software Engineering Directorate in Redstone Arsenal, AL and may be required to travel.

At a minimum, it is *required* that the **PM** possesses the following qualifications:

- Experience managing a DoD program similar in size and complexity referenced under this TO.
- Bachelor's degree in a technical field (Computer, Electrical, and Environmental Engineering Aeronautical, Aerospace, Architectural, Astronautical, Civil, Meteorology/Atmospheric Sciences, and Mechanical Engineering, Architecture, Chemistry, Computer Science, Mathematics, Operations Research, Physics and all other engineering majors) with 16-20 years of relevant experience
- Secret Security Clearance

At a minimum, it is *required* that the **DPM** possesses the following qualifications:

- Experience working a DoD program similar in size referenced under this TO.
- Bachelor's degree in a technical field (Computer, Electrical, and Environmental Engineering Aeronautical, Aerospace, Architectural, Astronautical, Civil, Meteorology/Atmospheric Sciences, and Mechanical Engineering, Architecture, Chemistry, Computer Science, Mathematics, Operations Research, Physics and all other engineering majors) with 11-15 years of relevant experience
- Secret Security Clearance

### **KEY PERSONNEL SUBSTITUTION**

Key personnel for this contract are the PM and the Deputy PM. The Contractor shall not substitute key personnel unless the substitutions are unavoidable; Contractor shall promptly notify the COR. Contractor shall submit to the COR a notification of all substitutions; requests will be in writing and submitted at least thirty (30) days in advance.

Contractor shall provide, to the GSA CO and COR, a detailed explanation for any proposed changes or substitution of personnel and shall ensure proposed personnel possess qualifications equal to or exceed the incumbent personnel. Performance under this TO shall not be affected as a result of substitutions of personnel by the Contractor.

The Contractor shall be responsible for all cost including labor hours associated with the equivalent training of replacement personnel when Contractor personnel who have received Government-funded training leave and are replaced. This applies to all personnel. The Contractor shall train replacement personnel for seamless support of services. The training shall be provided within one (1) calendar month of employee's start date under the TO.

If the GSA CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-6, Termination (Cost Reimbursement).

### **SPECIALIZED NON-KEY PERSONNEL SKILLS**

The Government desires that the non-Key Contractor personnel possess qualifications, skills, training and/or experience that meet or exceed Section C Tasks and TD requirements. The Contractor shall provide Information Technology personnel shall have platform-specific certifications for the platforms they will be working as described under each TD. Current requirements are as follows; these may change as indicated on each TD: CompTIA Security + certification, as well as certifications for Unix, Windows, and Database certifications (like Oracle). The Contractor shall be capable of rapidly responding to changes associated with the dynamic SED environment.

### **H.19 TRANSITION**

The Contractor shall follow the final transition plan submitted at the kick-off meeting and keep the Government fully informed of status throughout the transition period. The Government reserves the right to make any changes to the Contractor's transition/phase-in plan.

Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning projects during the phase-in/phase-out periods. The transition will recognize that each existing project will transition in a way that minimizes disruptions to ongoing performance.

Phase out of Task Order and Continuity of Services:

If a successor contract is awarded prior to the final expiration date of this task order, the Government may issue a task order to the successor Contractor prior to the expiration date of this task order. See clause FAR 52.237-3.

The Contractor shall recognize that services under this task order are vital to the Government and shall be continued without interruption and that upon task order extension, a successor, either the Government or another Contractor, may continue such services. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The Contractor shall provide phase-in, phase-out services at no additional cost to the Government, as long as there is an active project. Appropriate task management personnel shall meet with the successor Contractor to coordinate task transition. Discussions shall include personnel transition to the successor Contractor, and the transition of task specific items such as Government or Contractor furnished supplies, materials, equipment, and services.



## **H.20 SAFETY REQUIREMENTS**

Contractor Compliance: The Contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the Contractor's safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at <http://www.osha.gov/dcsp/vpp/index.html>.

Mishap Notification and Investigation: The Contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The Contractor shall notify (via telephone) the cognizant contracting officer, the contracting officer's representative, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the Contractor will in-turn notify the Safety office.

Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant contracting officer, the contracting officer's representative, and/or the cognizant program manager, the Contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the Contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

- a. The Contractor shall develop and implement a safety program for protection of personnel and property. As a minimum, the program shall comply with Occupational Safety and Health Administration (OSHA), Department of Defense (DOD) 4145.26M, AR 385-10, AR 385-64, AMC-R 385-10, AMC-R 385-100, REDCOM Reg 385-10, AMRDEC 385-1-1. The Contractor shall comply with applicable Federal, State, Department of the Army (DA), and local safety and health standards.
- b. A Safety Program shall be implemented and followed to protect personnel and property and reduce liability. The safety program shall specify how the Contractor shall implement the requirement. Contractors shall provide immediate notification to the Government in the event of any accident or incident resulting in property damage.
- c. The Contractor shall provide employees with initial orientation and such continuing instruction as will enable them to conduct their work in safe manner and to recognize and report hazardous conditions. Initial orientation shall include instructions in safety hazards and safe practices; proper use, care and maintenance of tools and equipment; internal reporting of all accidents; and the designation of the individual responsible for accident prevention.

- d. The Contractor shall implement a Personal Protective Equipment Program (PPEP) consistent with applicable laws, regulations, and standards. Contractor shall provide safety equipment, personnel protective equipment, and devices necessary to protect the employees and visitors.
- e. All facilities and operations under purview of subject contract shall be made available for survey by Government safety personnel on request.
- f. The Contractor shall provide a training and certification program for all personnel who are required to operate motor vehicles or other equipment required to be licensed by Army.
- g. The Contractor shall provide a medical surveillance program at Contractor's expense for any employees that are required to be under such a program. As a minimum, this program will include employees required to use respirators, hearing protection, and laser protection. Employees who handle explosives and ammunition or have Commercial Driver's Licenses (CDLs) shall be included. It is anticipated a total of eight (8) employees will be required to be Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and certified to work with liquid fuels and oxidizers to include certified to operate in Level A protective suits and respiratory protection to include a medical surveillance program.
- h. The Contractor shall maintain an OSHA 300 log. Upon request, the Contractor shall provide a copy to the Government.
- i. The Contractor shall assist the government in performing risk assessments, developing safe work instructions and documenting standard operating procedures.
- j. The Contractor shall follow government provided safe work instructions and standard operating procedures to ensure work is performed in a safe manner.

## **H.21 ENVIRONMENTAL REQUIREMENTS**

For operations where an oil and/or hazardous substance spill event could occur, ensure that all personnel are familiar with THE RED PLAN contained in the U.S. Army Garrison-Redstone Oil and Hazardous Substances Spill Prevention and Response Plan with latest revision. A copy is available in the Safety Coordinators office located in at the SED main campus in Huntsville, AL.

In case of an oil or hazardous substance spill event, call 911.

All operations will conform to environmental protection requirements of AR 200-1 and RSA 200-6.

Paint thinners, oil rags and other highly flammable materials will be kept in approved, closed receptacles. Waste from these materials will be kept in approved and properly labeled containers as directed in RSA 200-6.

All unclassified scrap materials will be transferred to the Defense Reutilization and Marketing Office (DRMO) and will be certified free of explosive contamination. All other recyclable materials will be taken to DRMO in accordance with RSA 200-6 and AMCR 755-8.

Personnel working with hazardous materials/hazardous waste must have training required by 29 Code of Federal Regulations (CFR) 40 CFR 264.16.

## **H.22 LICENSE REQUIREMENTS**

DOD Contractor employees assigned to operate either Government owned or leased equipment shall be certified by the Contractor and at the Contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The prime Contractor shall document all operator qualifications. This documentation shall be provided to the CO before any contract employee engages in any mode of equipment operation. The Contracting Officer will retain documentation. Operator responsibilities are addressed in AR 600-55, Chapter 5.

Operators of Government-owned or leased vehicles shall be required to obtain a commercial driver's license (CDL) when they operate vehicles that fall into Groups A, B, or C as indicated below. The Contractor shall certify that all personnel being submitted to operate the following classes of vehicles have the respective CDL in the state in which they operate. To operate tactical vehicles, a Tactical Vehicle Operator's License will be required.

**Class A Vehicle** - Any combination of vehicles with a gross combination weight rating (GCWR) of 26,001 or more pounds, provided the gross vehicles weight rating (GVWR) of any vehicles or vehicles being towed is in excess of 10,000 pounds.

**Class B Vehicle** - Any single vehicle with a GVWR of 26,001 pounds or more, or any such vehicle towing a vehicle not in excess of 10,000 pounds GVWR.

**Class C Vehicle** - Any single vehicle, or combination of vehicles, that meets neither the definition of Class A or Class B, but that is either designed to transport 16 or more passengers including the driver, or is used to transport hazardous materials which require the vehicle to be placarded under hazardous materials regulation (49 CFR, part 172).

## **H.23 INSURANCE**

In accordance with FAR Clause 52.228-5, Insurance –Work on a Government Installation FAR Clause 52.228-7 entitled INSURANCE – LIABILITY TO THIRD PERSONS in Section I, and paragraph 28.307-2 of the Federal Acquisition Regulation, the Contractor shall acquire and maintain during the entire performance period of this contract insurance coverage as follows:

### **a. Worker's Compensation and Employer's Liability**

The Contractor is required to comply with the applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable

under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage.

Employer liability coverage of at least \$100,000 is required.

b. General Liability

The Contractor is required to have bodily injury liability insurance coverage written on the comprehensive form of their insurance policy of at least \$500,000 per occurrence.

c. Automobile Liability

The Contractor is required to have automobile liability insurance written on the comprehensive form of their insurance policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

## **H.24 MATERIALS AND EQUIPMENT**

The Government may require the Contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TD is issued or may be identified during the course of a TD by the Government or the Contractor.

The scope of production/maintenance material purchases under this task order will be limited to material necessary in support of the following activities:

Replace obsolete hardware as upgrades/modernization/improvement designs are developed; replace damaged or faulty hardware; procure hardware materials needed to prototype components/systems for design, development and testing purposes; procure hardware for development and test environments; replace old transit cases; support production prove-out; limited quantity production of AMRDEC/SED designed/developed trainers/simulators/testers and components; production of items no longer in full production; and fabrication, assembly, and setup of exhibit and event assets. This shall also include delivery of products to Customer identified locations and include procuring trucking services, on-site crane rental support, fork trucks, etc. **Note:** All material purchases are not for production, other material requirements could include research and development, lab materials, computer and network materials, software licenses, etc.

If the Contractor initiates a purchase within the scope of this TO and the prime Contractor has an approved purchasing system, the Contractor shall submit to the COR a Request to Initiate Purchase (RIP). If the prime Contractor does not have an approved purchasing system, the

Contractor shall submit to the CO a RIP. The RIP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The Contractor shall not make any purchases without an approved RIP from the CO and without complying with the requirements of Section H.26, Commercial Software Agreements.

## **H.25 TECHNICAL DIRECTIONS (TDs)**

The Contractor shall perform the tasks described within the contents of Section C and provide the labor and materials to provide the services specified which will be further delineated in written TD and other supplemental documents as authorized by the CO.

Information in the TDs may contain plans, including any drawings or specifications, software documentation, schedules, documentation and development requirements, required process, CDRLs, tools, reviews, appropriate Section C paragraphs and required data formats. The TDs will clearly define each project and will be prepared in sufficient time for the Contractor to plan and respond. These documents will be supplemented by schedule and verbal information that will be updated as often as changing requirements dictate. See TOR Attachment 6 for the TD Guide and applicable appendices. All TDs will be limited to a maximum of 12 months.

## **H.26 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools that may be purchased in furtherance of this TO and as contemplated in the materials and equipment CLINs in Section H.24 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

H.26.1 In order to ensure that the Software Agreements are consistent with Federal law, the Contractor shall not make any purchase contemplated in Section H.24 without first securing the consent of the licensor of such software tools to amend the Software Agreements in accordance with the Amendment clause set forth in Section H.26.3 below. The Contractor shall submit documentary evidence of such consent as part of its technical proposal.

H.26.2 The requirements of this Section H.26 apply only to those commercial software tools newly purchased under this TO; they do not apply to software furnished as GFP/GFI (if any). Further, they apply only to those Software Agreements that define the Government as the licensee or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of this TO.

H.26.3 As used in the Amendment clause, the term "this Agreement" refers to each Software Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor,

Software, Agreement) may be adjusted as necessary to match the nomenclature of the Software Agreement.

Amendment For Federal Government Licensees, this Agreement is hereby amended as follows:

a. Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not pre-empted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

b. Indemnification: Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.

c. Changes in templates: This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.

d. Fees, taxes and payment: If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime Contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

e. Assignment: Licensor may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.

f. No waiver of liability or cause of action: Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties

agree that nothing in this Agreement, including but not limited to the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

g. Audit: Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime Contractor or the Federal Government Licensee's CO (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

h. Compliance with laws: The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.

i. Third party terms: Any third party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections 1-8 above.

## **H.27 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at TOA.

## **H.28 DATA RIGHTS**

All Government rights in technical data and non-commercial computer software and computer documentation first produced, created, or generated during performance under this task order

shall be allocated in accordance with the following clauses included under this task order:

DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software
DFARS 252.227-7020	Rights in Special Works
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
DFARS 252.227-7026	Deferred Delivery of Technical Data or Computer Software
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software
DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
DFARS 252.227-7030	Technical Data – Withholding of Payment
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data

The Contractor shall not incorporate, without written approval of the cognizant ordering Contracting Officer, any work, copyrighted or not, not first produced, created, or generated under this task order through performance of any TD issued, with the exception of any data previously delivered under a Government contract, or otherwise already in the Government inventory. If any such work, copyrighted or not, is approved by the cognizant ordering Contracting Officer and incorporated into works deliverable under this task order for any TD containing clause DFARS 252.227-7020, the Contractor shall grant to the Government unlimited rights as defined by clause DFARS 252.227-7020. Unlimited rights shall accrue to the Government in the event works not first produced are incorporated without first obtaining written approval of the ordering Contracting Officer.

Upon receipt of any TD issued under this task order, and prior to the inception of any work under the TD issued, the Contractor shall disclose to the ordering Contracting Officer and ordering office any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the task order and not required to be delivered under the task order that the Contractor identifies and asserts would be furnished with anything other than unlimited rights, or otherwise with any restrictions on use, release, or disclosure. Throughout the duration of performance of any TD, the Contractor further agrees that not later than thirty (30) days after the basis for any new or additional assertions are known, the Contractor shall disclose such assertions to the ordering Contracting Officer and ordering office.

Any such disclosure shall be made whether or not an express requirement for the disclosure is included in any Technical Direction issued under this task order. Such disclosures shall indicate the rights asserted in the technical data and non-commercial computer software by the Contractor and rights that would be acquired by the government if the data or non-commercial software were required to be delivered under the task order and its CDRL requirements and any cost/price



associated with delivery. Any such assertion shall include the basis for the assertion, in accordance with and in the format prescribed by clauses DFARS 252.227-7013 and 252.227-7014.

Any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the task order and not expressly specified for delivery elsewhere in this task order or any Technical Direction issued pursuant to this task order may be required to be delivered in accordance with the clauses DFARS 252.227-7026 and 252.227-7027 included under this task order.

The disclosure requirements stipulated by this clause and those included under this task order also apply to segregable routines of non-commercial software that may be developed exclusively at Government expense to integrate Commercial Software components or applications provided under a commercial software license or developed to enable Commercial Software to meet requirements of the Task Order. This disclosure obligation shall apply to technical data and non-commercial computer software developed exclusively at Government expense by subcontractors under this Task Order. Performance of this disclosure requirement shall be considered a material performance requirement of any task order under which such technical data or non-commercial computer software is developed exclusively at Government expense.

#### **H.29 CONTRACTOR MANPOWER REPORTING (CMR)**

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Battlefield Systems Engineering Support (BSES) in support of the SED. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk <http://www.ecmra.mil/>.

#### **H.30 DIRECTED SUBCONTRACTOR**

If required by the government through issuance of a Technical Direction in accordance with H.25 of this task order, the contractor shall subcontract to DRS Technologies to provide SED's software engineering team with technical engineering support for software development, integration, and test efforts of the Bradley Fighting Vehicle. This specific area of the Bradley Fighting Vehicle requires original equipment manufacturer (OEM) engineering technical support for Tartan Compiler in relation to the Improved Bradley Acquisition Subsystem (IBAS). This Tartan Compiler provides transition of code between the Missile Control Subsystem (MCS) and Target Acquisition Subsystem (TAS) of the Bradley System. The

support required is in relation to the original system design to help configure continued processing and use of the Bradley Fighting Vehicle gunners. Any other activity that is not covered by the scope of this clause and are not limited to the directed subcontractor on a sole source basis. The exact requirements of any particular subcontract will be determined at the time of government decision/direction.

If required by the government through issuance of a Technical Direction in accordance with H.25 of this task order, the contractor shall subcontract to BAE Systems to provide engineering technical support for current variants of the Bradley Fighting Vehicle A3 platform. System updates are required for all Bradley A3 variants. The Bradley A3s that are currently in the production phase and the vehicles within the sustainment phase are required to receive system updates. The updates will be provided in order to maintain system interoperability and uniformity of the operations within the A3 platform. The changes or updates to the current A3 variants in production have a direct link to those in sustainment to allow for identical functionality across the fielded use. SED maintains the Bradley A3 software that has been moved to sustainment, so as new updates are made to the current production variants, updates are also needed to the sustainment variants. Any other activity that is not covered by the scope of this clause and are not limited to the directed subcontractor on a sole source basis. The exact requirements of any particular subcontract will be determined at the time of government decision/direction.

### **H.31 GOVERNMENT FURNISHED CONTRACTOR SUPPORT**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Locations listed in the Letter of Authorization (LOA).

When contractor employees are in transit, all checked blocks are considered authorized.

NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

U.S. Citizens

☒ APO/MPO/DPO/Postal Service ☒ DFACs\*\*\*\* ☒ Mil Issue Equip  
☐ Authorized Weapon\*\*\*\*\* ☒ Excess Baggage ☒ MILAIR (inter/intra theater)  
☒ Billeting\*\*\* ☒ Fuel Authorized ☒ MWR  
☒ CAAF\* ☒ Govt Furnished Meals\*\*\*\*  
☒ Controlled Access Card (CAC) ☒ Military Banking ☒ Transportation

☒\_X\_ Installation Access Badge ☒\_X\_ Laundry ☒\_X\_ Military Clothing  
☒\_X\_ Military Exchange ☐\_None  
☐\_Embassy Services Kabul\*\*

#### Third-Country National (TCN) Employees

☐\_N/A ☐\_DFACs\*\*\*\* ☐\_Mil Issue Equip  
☐\_Authorized Weapon\*\*\*\*\* ☐\_Excess Baggage ☐\_MILAIR (inter/intra theater)  
☐\_Billeting\*\*\* ☐\_Fuel Authorized ☐\_MWR  
☐\_CAAF\* ☐\_Govt Furnished Meals\*\*\*\* ☐\_Military Clothing  
☐\_Controlled Access Card (CAC) ☐\_Military Banking ☐\_Transportation  
☐\_Installation Access Badge ☐\_Laundry ☐\_All  
☐\_Military Exchange ☒\_X\_ None

#### Local National (LN) Employees

☐\_N/A ☐\_DFACs\*\*\*\* ☐\_Mil Issue Equip  
☐\_Authorized Weapon\*\*\*\*\* ☐\_Excess Baggage ☐\_MILAIR (intra theater)  
☐\_Billeting\*\*\* ☐\_Fuel Authorized ☐\_MWR  
☐\_CAAF\* ☐\_Govt Furnished Meals\*\*\*\* ☐\_Military Clothing  
☐\_Controlled Access Card (CAC) ☐\_Military Banking ☐\_Transportation  
☐\_Installation Access Badge ☐\_Laundry ☐\_All  
☐\_Military Exchange ☒\_X\_ None

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (bhuts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the DFAC AND Government Furnished Meals boxes if the contractor will have access to the DFAC at no cost. Government Furnished Meals (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, DFAC must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officers Representative and in CAAMS.

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

## **H.32 CONTRACTOR HEALTH AND SAFETY**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with

safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

### **H.33 COMMODITY SHIPPING INSTRUCTIONS**

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from

the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link:  
<http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302.

Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and

then dial 88-318 followed by your seven digit DSN number.

### **H.34 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their



contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information:

(End of clause)

### **H.35 FITNESS FOR DUTY AND MEDICAL / DENTAL CARE LIMITATIONS (JUN 2015)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

### **H.36 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)**

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR),

the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed

TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis “A” (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

(END OF SECTION H)

## SECTION I

### **TASK ORDER PROVISIONS AND CLAUSES**

#### **I.1 FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

FAR Part 12 commercial clauses do not apply to this task order. The table below incorporates clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

<b>FAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	(Aug 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	(Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(Jul 2005)
52.215-19	Notification of Ownership Changes	(Oct 1997)
52.215-20	Requirements for Certified Cost and Pricing Data and Data Other than Cost or Pricing Data	(Oct 2010)
52.215-23	Limitations on Pass-Through Charges	(Oct 2009)
52.216-8	Fixed Fee	(Jun 2011)
52.216-11	Cost Contract-No Fee	(Apr 1984)
52.222-2	Payment for Overtime Premiums	(Jul 1990)
52.222-53	Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services--Requirements	(May 2014)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	(Mar 2008)
52.228-3	Workers' Compensation Insurance (Defense Base Act)	(Jul 2014)
52.228-7	Insurance-Liability to Third Persons	(Mar 1996)
52.232-18	Availability of Funds	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)
52.232-23	Assignment of Claims	(May 2014)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-1	Notice of Intent to Disallow Costs	(Apr 1984)
52.242-4	Certification of Final Indirect Costs	(Jan 1997)
52.243-2	Changes—Cost Reimbursement. Alt. II	(Aug 1984)

52.246-5	Inspection of Services—Cost-Reimbursement	(Apr 1984)
52.249-6	Termination (Cost-Reimbursement)	(May 2004)
52.249-14	Excusable Delays	(Apr 1984)

## **I.2 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)**

### **(a) Invoicing.**

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

### **(b) Reimbursing costs.**

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontractor invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

*(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.*

*(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.*

*(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:*

*(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.*

*(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).*

*(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.*

*(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.*



(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See [31.205-6\(p\)](#). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) **Billing rates.** Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR [42.708](#)(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

### **I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty six (36) months.

(End of Clause)

### **I.4 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \* 0 or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature

and cannot reasonably be interrupted or completed otherwise; or  
(4) That will result in lower overall costs to the Government.  
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

## **I.5 FAR 52.244-2 SUBCONTRACTS ALTERNATE I (Jun 2007)**

### **Subcontracts (Oct 2010)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

DRS Network & Imaging Systems, LLC  
100 Babcock Street  
Melbourne, FL 32935  
CAGE Code 32865

BAE Systems  
63121 San Ignacio Avenue  
San Jose, CA 95119  
CAGE Code 80212

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -



- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

#### **I.6 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to— The Contracting Officer of Record.

(End of Clause)

#### **I.7 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

FAR Part 12 commercial clauses do not apply to this task order. The tables below incorporate

clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

<b>FAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
252.201-7000	Contracting Officer's Representative	(Dec 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	(Sep 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Dec 2012)
252.204-7000	Disclosure Of Information	(May 2016)
252.204-7003	Control Of Government Personnel Work Product	(Apr 1992)
252.204-7005	Oral Attestation of Security Responsibilities	(Nov 2001)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Information	(Dec 2015)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	(Dec 2015)
252.205-7000	Provision Of Information To Cooperative Agreement Holders	(Dec 1991)
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	(Oct 2015)
252.211-7003	Item Identification and Valuation	(Mar 2016)
252.211-7007	Reporting of Government-Furnished Property.	(Aug 2012)
252.215-7000	Pricing Adjustments	(Dec 2012)
252.215-7002	Cost Estimating System Requirements	(Dec 2012)
252.215-7008	Only one Offer	(Oct 2013)
252.215-7009	Proposal Adequacy Checklist	(Jan 2014)
252.219-7000	Advancing Small Business Growth	(May 2015)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	(Dec 2010)
252.223-7001	Hazard Warning Labels	(Dec 1991)
252.223-7002	Safety Precautions for Ammunition and Explosives	(May 1994)
252.223-7003	Change in Place of Performance--Ammunition and Explosives	(Dec 1991)
252.223-7004	Drug Free Work Force	(Sep 1988)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	(Sep 2014)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	(Sep 1999)
252.223-7009	Prohibition of Hexavalent Chromium	(Jun 2013)

252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	(Oct 2015)
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the US	(Jun 2015)
252.226-7001	Utilization of Indian organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	(Sep 2004)
252.227-7013	Rights in Technical Data - Noncommercial Items	(Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(Feb 2014)
252.227-7015	Technical Data-Commercial Items	(Feb 2014)
252.227-7016	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(Sep 2011)
252.227-7020	Rights in Special Works	(Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
252.228-7001	Ground and Flight Risk	(Jun 2010)
252.229-7014	Taxes - Foreign Contracts in Afghanistan	(Dec 2015)
252.231-7000	Supplemental Cost Principles	(Dec 1991)
252.234-7003	Notice of Cost and Software Data Reporting Systems	(Nov 2014)
252.234-7004	Cost and Software Data Reporting Systems	(Nov 2014)
252.235-7011	Final Scientific or Technical Report	(Jan 2015)
252.239-7000	Protection Against Compromising Emanations	(Jun 2004)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.242-7004	Material Management and Accounting System	(May 2011)
252.242-7005	Contractor Business Systems	(Feb 2012)
252.242-7006	Accounting System Administration	(Feb 2012)
252.243-7002	Requests for Equitable Adjustment	(Dec 2012)
252.244-7001	Contractor Purchasing System Administration	(May 2014)
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property	(Apr 2012)
252.245-7003	Contractor Property Management System Administration	(Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal	(May 2015)
252.246-7000	Material Inspection and Receiving Report	(Mar 2008)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	(Aug 2016)
252.246-7008	Sources of Electronic Parts	(Aug 2016)
252.246-7001	Warranty of Data-Basic	(Mar 2014)
252.251-7000	Ordering From Government Supply Sources	(Aug 2012)

## **I.8 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM) PROVISIONS AND CLAUSES**

FAR Part 12 commercial clauses do not apply to this TO. The tables below incorporate clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

All provisions will be removed at TOA.

<b>FAR Clause No.</b>	<b>Clause Title</b>	<b>Date</b>
552.216-75 Provision	Transactional Data Reporting	(Jun 2016)
552.217-71 Provision	Notice Regarding Option(s)	(Nov 1992)
552.232-23	Assignment of Claims	(Sep 1999)
552.232-25	Prompt Payment	(Nov 2009)

## **I.9 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)**

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and

onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local

nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—



(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods—

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance

evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be

authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

## **I.10 252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with

that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for

vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.



(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

(END OF SECTION I)

**SECTION J**  
**LIST OF DOCUMENTS, ATTACHMENTS, AND EXHIBITS**

**J.1 LIST OF ATTACHMENTS AND EXHIBITS**

<b>Attachment No.</b>	<b>Description</b>
Attachment 1	Contract Data Requirements List (CDRLs) – Updated via Mod 008; Updated via Mod 037
Attachment 2	Contract Security Classification Specification (DD 254) – Revision 2 dated September 26, 2018 - Updated via Mod 069
Attachment 3	Quality Control Plan dated October 24, 2017
Attachment 4	Reserved
Attachment 5	Reserved
Attachment 6	Technical Direction Guide
Attachment 6A	Appendix A - Technical Direction Template
Attachment 6B	Appendix B - Technical Direction Estimate – Updated via Mod 008 (Version 2) Updated via Mod 046 (Version 3)
Attachment 6C	Appendix C – Travel Authorization Request (TAR)
Attachment 6D	Appendix D – Request to Initiate Purchase (RIP)
Attachment 6E	Appendix E – Subcontract Consent
Attachment 7	Reserved
Attachment 8	Work Sites and Locations
Attachment 9	Reserved
Attachment 10	Reserved
Attachment 11	Reserved
Attachment 12	SAIC OCI Mitigation Plan
Attachment 13	List of TO Acronyms/Abbreviations
Attachment 14	OASIS BSES Labor Categories and SAIC Functional Labor Mapping – Added via Mod 013

<b>Exhibit No.</b>	<b>Description</b>
Exhibit 1	SAIC Pricing dated 12/6/2017 - Updated via Mod 008
Exhibit 2	SAIC Indirect Rates dated 4/10/2018 – Updated via Mod 037

